



**FRIEDMAN,
FRIEDMAN & LONG, P.A.**
ATTORNEYS & COUNSELORS

DOCKET NO. 140145-SU
FILED JUL 31, 2014
DOCUMENT NO. 04111-14
FPSC - COMMISSION CLERK

July 30, 2014

VIA FEDEX

Check received with filing and forwarded
to Fiscal for deposit. Fiscal to forward
deposit information to Records.
Initials of person who forwarded check

Carlotta S. Stauffer, Commission Clerk
Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399

RE: Docket No. _____; Application for Authority to Transfer Assets of Utility Corporation of Florida, Inc. and Certificate No. 550-S to South Highlands Investment Corporation in Highlands County, Florida
Our File No.: 47102

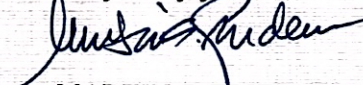
Dear Ms. Stauffer:

Enclosed for filing are the original and six (6) copies of the Application for Authority to Transfer Assets of Utility Corporation of Florida, Inc. and Certificate No. 550-S to South Highlands Investment Corporation in Highlands County, Florida. Also enclosed is a check in the amount of \$750.00 representing the appropriate filing fee.

Should you have any questions regarding this filing, please do not hesitate to give me a call.

COM	
AFD	3
APA	
ECO	1
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GCL	1
IDM	
TEL	
CLK	

Very truly yours,


MARTIN S. FRIEDMAN
For the Firm

MSF/
Enclosure

cc: Stephen Heine (w/enclosure) (via email)

RECEIVED-FPSC
14 JUL 31 AM 9:31
COMMISSION
CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for Authority to)
Transfer the Assets of Utility Corporation)
of Florida, Inc. and Certificate No. 550-S)
to South Highlands Investment Corporation)
in Highlands County, Florida)
_____)

Docket No. _____-SU

**APPLICATION OF SOUTH HIGHLANDS INVESTMENT CORPORATION
FOR AUTHORITY TO TRANSFER ASSETS AND CERTIFICATE NO. 550-S**

South Highlands Investment Corporation, ("Buyer") by and through its undersigned attorneys and pursuant to Section 367.071, Florida Statutes, and Rule 25-30.037, Fla. Admin. Code, files this Application for authority to transfer Certificate No. 550-S currently held by Utility Corporation of Florida, Inc. ("Seller") to Buyer. In support of this Application, South Highlands Investment Corporation states:

PART I APPLICANT INFORMATION

A) The complete name, address and telephone number of the Seller is:

Utility Corporation of Florida, Inc.
200 Healthy Way
Sebring, Florida 33876
(863) 414-2586

B) The name and address of the person authorized to receive notices and communications in respect to this Application is:

Martin S. Friedman, Esquire
Bridget M. Friedman, Esquire
Friedman, Friedman & Long, P.A.
766 North Sun Drive, Suite 4030
Lake Mary, Florida 32746
(407) 830-6331
mfriedman@ffllegal.com
bfriedman@ffllegal.com

C) The complete name, address and telephone number of the Buyer is:

South Highlands Investment Corporation
Street Address: 106 East Main Street
Wauchula, Florida 33873
Mailing Address: P.O. Box 248
Wauchula, Florida 33873
(863) 773-4151

D, E) Buyer is a Florida corporation first authorized to do business in Florida on October 13, 2009, and is currently active.

F) The names and addresses of Buyer's shareholders, corporate officers and directors are as follows:

Crews Banking Corporation, Shareholder

J. W. Crews, Jr., President/Director
129 Griffin Road
Wauchula, Florida 33873

James W. Crews, IV, Vice President/Director
P.O. Box 2266
Wauchula, Florida 33873

Kerry Meeker, Secretary/Treasurer/Director
106 East Main Street
Wauchula, Florida 33873

G) N/A

PART II FINANCIAL AND TECHNICAL INFORMATION

A) Wauchula State Bank made loans to Seller and related entities which were secured by Mortgages on certain undeveloped property, as well as the wastewater system. The loans went into default, and Wauchula State Bank allowed the Seller and related entities to "short-sale" the undeveloped property as well as the wastewater system to Buyer. Buyer and Wauchula State Bank are both owned by the same holding company. As owner of the undeveloped property, the Buyer has a vested interest in assuring that wastewater service remains available throughout the service area. Buyer owns no other water or wastewater utilities in Florida, and it is anticipated that the

ownership of this wastewater system will only be for such period of time until it conveys the wastewater system to a professional utility operating entity, or transfer it in conjunction with the sale of the undeveloped property.

Buyer will fulfill the commitments, obligations and representations of the Seller with regard to utility matters. For these reasons, it is in the public interest to grant approval of the transfer to Buyer.

B) The Buyer owns no other utilities.

C) The purchase and sale contract is memorialized in a Settlement Agreement and Bill of Sale, copies of which are attached hereto as Exhibit "A". The Utility assets are addressed in paragraph 7 of the Settlement Agreement which specifically makes the transfer of the Utility assets subject to PSC approval.

(1) There is no specific purchase price since there was no allocation between the utility assets and the real property assets. The total consideration paid by Buyer for all of the assets of the various related entities, including Seller was \$2,242,373.17.

(2) All assets reflected on the books of the Seller were transferred, and there was no debt other than that to Wauchula State Bank.

(3) There was no separate consideration for the Utility assets, and it is proposed that the allocated amount of the purchase price equal the rate base as determined by this Commission.

(a) There are no customer deposits.

(b) There are no guaranteed revenue contracts.

(c) There are no outstanding developer agreements.

(d) There are no customer advances.

- (e) There is no debt of Buyer related to this transfer.
- (f) Buyer is assuming the 99 year Lease on the wastewater treatment plant property.
- D) Buyer will pay all outstanding regulatory assessment fees.
- E) There was no financing associated with the purchase.
- F) The Buyer will obtain the necessary funding through loans or equity to assure the continued operation of the wastewater system in compliance with all regulatory requirements.
- G) In accordance with PSC Order No. PSC-12-0410-PAA-SU issued on August 13, 2012, as of December 31, 2010, the plant in service was \$316,399 with a net book value of \$81,616.
- H) Buyer is not requesting an acquisition adjustment.
- I) The name, address and telephone number of the person who has possession of the books and records of the Seller is:

Lois Schlabach
200 Healthy Way
Sebring, Fl 32876
863-414-2586
- J) N/A
- K) The Buyer will obtain copies of all tax returns of the Seller from the date rate base was last established.
- L) After reasonable investigation the system being acquired appears to be in satisfactory condition and compliance with all applicable standards of DEP. In the Order Establishing Compliance Schedule, Administrative Order No. AO-070-SD, dated April 23, 2013 issued by DEP, DEP established a schedule of compliance with several matters. Buyer is currently in compliance with that Schedule.

PART III NOTICE OF ACTUAL APPLICATION

- A) Attached to this Application as Exhibit "B" is an Affidavit that notice of the

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:

- (1) the governing body of the municipality, county or counties in which the system or territory proposed to be served is located;
- (2) the privately owned water utility that holds a certificate granted by the Public Service Commission and that is located within the county in which the utility or the territory proposed to be served is located;
- (3) 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;
- (4) the regional planning council;
- (5) the Office of Public Counsel;
- (6) the Public Service Commission's Director of Records and Reporting;
- (7) the appropriate regional office of the Department of Environmental Protection; and
- (8) the appropriate water management district;

Copies of the Notice and a list of entities noticed accompany the affidavit.

B) Exhibit "C" is an Affidavit that notice of the Application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer and will be Late-Filed.

C) Exhibit "D" is an Affidavit that notice of the Application was published once a week in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code, and will be Late-Filed.

PART IV FILING FEE

Pursuant to Rule 25-30.020, Florida Administrative Code, the appropriate filing fee is \$750.00.

PART V OTHER

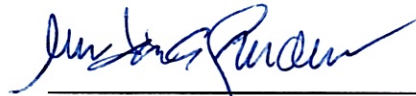
A) Attached as Exhibit "E" is a copy of the 99 year Lease Agreement along with the Assignment by the Seller and the Acceptance by the Buyer for the land where the wastewater treatment facilities are located.

B) The original and two copies of the proposed Wastewater Tariff is attached hereto as Exhibit "F".

C) The Seller's current certificate is set forth in PSC Order No. PSC-08-0646-PAA-SU, as amended by PSC Order No. PSC-08-0646A-SU, and consummated by PSC Order No. PSC-08-0717-SU.

Respectfully submitted this 30th day of July,
2014, by:

FRIEDMAN, FRIEDMAN & LONG, P.A.
766 N. Sun Drive, Suite 4030
Lake Mary, FL 32746
Telephone: (407) 830-6331
Fax: (407) 878-2178
mfriedman@ffllegal.com
bfriedman@ffllegal.com




MARTIN S. FRIEDMAN
Florida Bar No.: 0199060
BRIDGET M. FRIEDMAN
Florida Bar No.: 20538
For the Firm

PART VI AFFIDAVIT

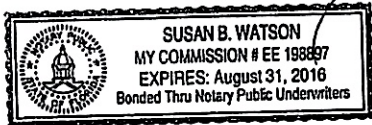
AFFIDAVIT

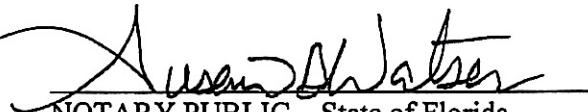
STATE OF FLORIDA
COUNTY OF HIGHLANDS

I, Kerry Meeker, 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 constitutes a complete statement of the matter to which it relates.


Kerry Meeker
Secretary/Treasurer

Sworn to and subscribed before me this 29th day of July, 2014, by Kerry Meeker. as Secretary/Treasurer on behalf of the Buyer. He is personally known to me or has provided as identification.




NOTARY PUBLIC – State of Florida
Print Name: SUSAN WATSON
My Commission Expires: 8/31/16

EXHIBITS

- A: Settlement Agreement and Bill of Sale
- B: Affidavit of Notice to Entities
- C: Affidavit of Notice to Customers
- D: Affidavit of Publication of Notice
- E: Lease and Assignment of wastewater treatment plant site
- F: Wastewater Tariff

EXHIBIT "A"

Settlement Agreement

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") by and between WAUCHULA STATE BANK, a Florida State Banking Corporation (hereinafter "WSB"), its successor or assigns, SOUTH HIGHLANDS INVESTMENT CORPORATION, a Florida corporation, (hereinafter "SOUTH HIGHLANDS"), its successors or assigns, SPRING LAKE CLUB, INC., a Florida Corporation (hereinafter "SPRING LAKE"), GOLF COURSE ASSOCIATES OF SPRING LAKE, INC., a Florida Corporation (hereinafter "ASSOCIATES"), UTILITY CORPORATION OF FLORIDA, INC., a Florida corporation (hereinafter "UTILITY"), and MICHAEL A. TELLSCHOW, a single man (hereinafter "TELLSCHOW"), entered into effective the last date of execution by the parties hereto is in full settlement of all disputes and matters between and among them, and shall survive the completion of the agreed to action by each and every party hereto.

WITNESSETH:

WHEREAS, SPRING LAKE, ASSOCIATES, and TELLSCHOW, defaulted pursuant to the terms of the various and sundry promissory notes executed by them and delivered to WSB between 1989 and 2013; under loan numbers 400001239870; 400001246422; 4556400013; 400001386736; 004556410345; 400001297048; 400001452315; 4556400001; 4556400008; 400001273859; 400001286143; 400001290021; 400001252486; 400001365486; 400001370117 and 4556400012.

WHEREAS, payment of said various and sundry promissory notes are secured by various and sundry mortgages recorded at O.R. Book 1062, Page 331; O.R. Book 1145, Page 1811; O.R. Book 1563, Page 508; O.R. Book 1621, Page 1505; O.R. Book 1860, Page 1101; O.R. Book 1972, Page 776; O.R. Book 2081, Page 1837; O.R. Book 2152, Page 245; O.R. Book 2141, Page 1038; O.R. Book 2197, Page 1527; O.R. Book 2247, Page 111; O.R. Book 2404, Page 583, as modified and consolidated, all of which are recorded in the Public Records of Highlands County, Florida; and

WHEREAS, said mortgages encumber the following described real property:

See Exhibit "A" attached hereto and made a part hereof by this reference.

WHEREAS, SPRING LAKE, ASSOCIATES and TELLSCHOW agree to convey to SOUTH HIGHLANDS title to all of the real property described in Exhibit "A", except the following:

1101 Lakeside Way, Sebring, FL 33876
1033 Lakeside Way, Sebring, FL 33876
6400 Concord Drive, Sebring, FL 33870
and "triplex property" located at 94, 96 and 98 Clubhouse Lane, Sebring, FL

WHEREAS, WSB agrees that title to and possession of the real property immediately described above shall be retained by SPRING LAKE and TELLSCHOW, subject to the mortgages, as modified and consolidated, except the mortgage recorded in O.R. Book 2404, Page 583 (1033 Lakeside Way), which shall be satisfied of record, and subject to the "tri-plex" becoming additional collateral for the mortgage recorded at O.R. Book 2141, Page 1038 (6400 Concord Drive), in consideration for the conveyance of title to SOUTH HIGHLANDS of the remaining real property described in Exhibit "A".

NOW, THEREFORE, in consideration of the terms and conditions herein recited, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, WSB, SOUTH HIGHLANDS, SPRING LAKE, ASSOCIATES, UTILITY and TELLSCHOW, agree as follows:

1. The above recitals are true and correct and are incorporated herein as if reiterated in full.

2. On or before May 9, 2014, SPRING LAKE, ASSOCIATES, and TELLSCHOW shall convey title to SOUTH HIGHLANDS by Warranty Deed of all the real property described in Exhibit "A", except that certain real property described in the "fourth (4th) WHEREAS" paragraph hereinabove.

3. On or before May 9, 2014, SPRING LAKE, ASSOCIATES, and TELLSCHOW shall execute and deliver to SOUTH HIGHLANDS such other documents as required by WSB, including, but not limited to, Estoppel Affidavit, No Lien Affidavit, and corporate resolutions authorizing the above conveyance of title.

4. On or before May 9, 2014, SPRING LAKE and ASSOCIATES shall deliver to SOUTH HIGHLANDS ownership and possession of all "Pro Shop" inventory, furniture, furnishings and equipment, all restaurant inventory, furniture, furnishings and equipment, including, without limitation, all food, all lounge equipment, furniture, fixtures and liquor inventory, all golf course maintenance equipment and inventory, all licenses, including, without limitation, all liquor licenses, and permits, all telephone numbers for the "Pro Shop", restaurant, lounge, maintenance barn, all computer and fax lines, numbers, and credit card exchanges, website, domain names, and electronic mail addresses, and all logos and all fictitious names, including, without limitation, Spring Lake Golf Resort, Blue Heron Golf Club, Bobcat Golf Club, and Spring Lake Golf Club, of SPRING LAKE and ASSOCIATES. *except and Rentals inventory.*

5. Upon receipt by SOUTH HIGHLANDS of the executed documents described in paragraphs 2, 3, and 4 above, and at the sole request of SOUTH HIGHLANDS, WSB shall execute and record in the Public Records of Highlands County, Florida, Satisfactions of Mortgages of all of the mortgages, as modified, and consolidated, set forth hereinabove, except the following, as recorded in the Public Records of Highlands County, Florida: O.R. Book 2141, Page 1038 (6400 Concord Drive), and O.R. Book 2081, Page 1837 (1101 Lakeside Way).

6. During the transition TELLSCHOW shall provide without cost to SOUTH HIGHLANDS, its successors and assigns, consultation concerning the operation of the golf course, the "Pro Shop", the restaurant and lounge.

7. On or before May 9, 2014, UTILITY shall provided to SOUTH HIGHLANDS an itemized list of the equipment with values of each which comprise the waste water treatment plant, together with all permits, correspondence, and any other documentation concerning said waste water treatment plant from the Florida Public Service Commission ("FPSC"), and, subject to approval of the FPSC, UTILITY shall convey title and possession of said wastewater treatment plant to SOUTH HIGHLANDS. Also, on or before May 9, 2014, SPRING LAKE and UTILITY shall assign to SOUTH HIGHLANDS the 99 year lease by and between SPRING LAKE, as Landlord, and UTILITY, as Tenant, of the parcel of land upon which said waste water treatment plant is located. Filing of the FPSC 2014 annual report shall be the responsibility of SOUTH HIGHLANDS, its successors or assigns.

8. On or before May 9, 2014, SPRING LAKE and ASSOCIATES shall assign to SOUTH HIGHLANDS all golf cart and maintenance equipment leases, copies of which are attached hereto as Composite Exhibit "B", and all of which are current as of April 30, 2014, SOUTH HIGHLANDS assumes and agrees to pay said leases beginning upon assignment of said leases. Should any such lease(s) not be current, TELLSCHOW, SPRING LAKE and ASSOCIATES, shall indemnify and hold harmless SOUTH HIGHLANDS for any and all past due lease payments, including, without limitation, attorneys fees and any other costs of collection.

9. On or before May 9, 2014, SPRING LAKE and ASSOCIATES shall assign to SOUTH HIGHLANDS all annual and lifetime "golf and social / health club memberships" depicted on Exhibit "C" attached hereto and made a part hereof by this reference, which "memberships" SOUTH HIGHLANDS shall honor only through May 31, 2015.

10. SOUTH HIGHLANDS, at its sole discretion, or at the discretion of its successors or assigns, may provide golfing and health club privileges to SPRING LAKE (to become known as SPRING LAKE RESORT RENTALS, hereinafter "RENTALS"), to be used by persons renting from RENTALS, upon payments therefor by RENTALS.

11. Should a prospective purchaser of the subject real and personal property produced by TELLSCHOW purchase said real and personal property, and the purchase price exceed the amount of the outstanding indebtedness of SPRING LAKE, ASSOCIATES and TELLSCHOW, including, without limitation, all ad valorem taxes and non ad valorem assessments, all principal and interest, and all costs involved in procurement of this Agreement and conveyances of titles, such excess shall be applied to the remaining indebtedness that SPRING LAKE, ASSOCIATES, and TELLSCHOW, may owe to WSB.

12. This Agreement may be executed in any number of counterparts, and by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall be constitute but one and the same instrument.

13. The parties hereto acknowledge that they are represented by their own legal counsel in connection with their execution of this Agreement, that they have exercised independent judgment with respect to this Agreement, and that they have not relied on the other party for any advice with respect to this Agreement.

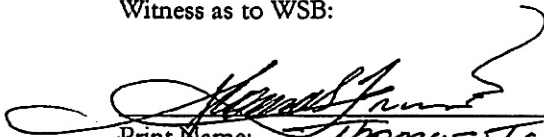
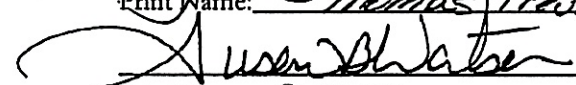
14. In the event of any litigation between the parties arising out of or relating to this agreement, the prevailing party shall be entitled to recover all costs incurred and reasonable attorneys' fees, including attorneys' fees in all investigations, trials, bankruptcies, and appeals. This paragraph shall survive the completion of the agreed to action by each and every party hereto.

15. SPRING LAKE, ASSOCIATES, UTILITY and TELLSCROW agree to fully cooperate, including, without limitation, the execution or re-execution of any reasonable documentation, to complete the transfer and conveyance of title and possession of the real and personal property that is the subject matter of this Agreement, if requested by WSB or SOUTH HIGHLANDS.

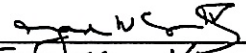
16. The unenforceability, for any reason, of any term, condition, covenant, or provision of this Agreement shall neither limit nor impair the operation, enforceability, or validity of any other terms, conditions, provisions, or covenants of this Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective the last date of execution by the parties.


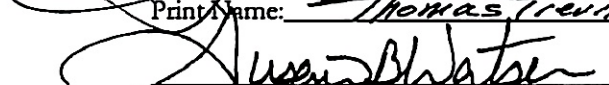
Witness as to WSB:


Print Name: Thomas Trevino

Print Name: SUSAN WATSON

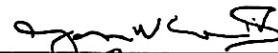
WAUCHULA STATE BANK
a Florida Banking Corporation

By: 
Its: Executive Vice President
Print Name: JAMES W CREWS IV
Dated: 5/9/14


Witness as to SOUTH HIGHLANDS:


Print Name: Thomas Trevino

Print Name: SUSAN WATSON

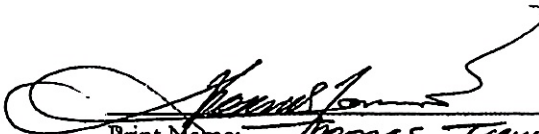
SOUTH HIGHLANDS INVESTMENT
CORPORATION, a Florida corporation

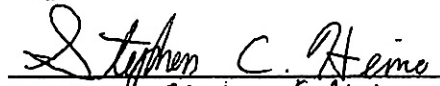
By: 
Its: Vice President
Print Name: JAMES W CREWS IV
Dated: 5/9/14

ABLES & CRAIG, P.A.
Attorney for Plaintiff
202 West Main Street, Suite 103
Wauchula, Florida 33873
Telephone: (863) 773-0500
Telecopier: (863) 773-0505
service@heartlandfloridalaw.com

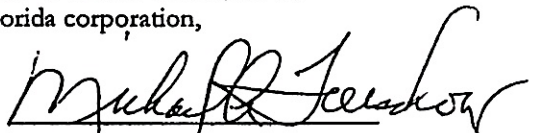
By: 
CLIFFORD M. ABLES, III
Florida Bar No. 178379

Witness as to SPRING LAKE:


Print Name: Thomas Trevino



Print Name: Stephen C. Heine

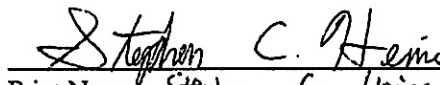
SPRING LAKE CLUB, INC.,
a Florida corporation,

By: 
Michael A. Telschow, President

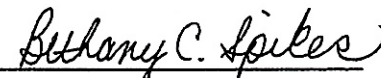
Dated: 5-9-14

Witness as to ASSOCIATES:


Print Name: Thomas Trevino


Print Name: Stephen C. Heine

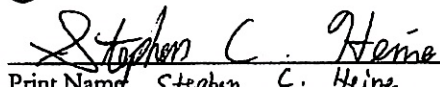
GOLF COURSE ASSOCIATES
OF SPRING LAKE, INC.,
a Florida corporation,

By: 
Bethany C. Spikes, President

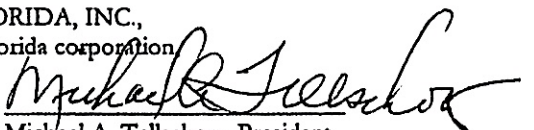
Dated: 5-9-14

Witness as to UTILITY:


Print Name: Thomas Trevino

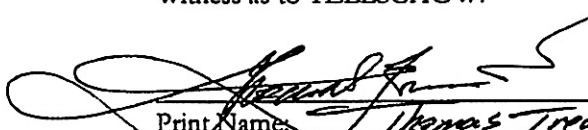

Print Name: Stephen C. Heine

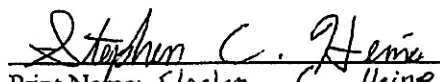
UTILITY CORPORATION OF
FLORIDA, INC.,
a Florida corporation

By: 
Michael A. Telschow, President

Dated: 5-9-14

Witness as to TELLSCHOW:


Print Name: Thomas Trevino


Print Name: Stephen C. Heine


MICHAEL A. TELLSCHOW

Dated: 5-9-14

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that UTILITY CORPORATION OF FLORIDA, INC., a Florida corporation, whose address is 200 Healthy Way, Sebring, FL 33876, party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00), lawful money of the United States, to it paid by SOUTH HIGHLANDS INVESTMENT CORPORATION, a Florida corporation whose address is 106 East Main Street, Wauchula, Florida 33873, party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the said party of the second part, its successors and assigns the following goods and chattels:

Wastewater treatment plant located on the golf course, including, but not limited to, any and all of the following items necessary to operate the waste water treatment plant:

1. Accounts receivable;
2. Books;
3. Records;
4. Equipment;
5. Permits, and
6. Inspection reports.

TO HAVE AND TO HOLD the same unto the said party of the second part, its successors and assigns forever.

AND UTILITY CORPORATION OF FLORIDA, INC., a Florida corporation, for itself and its successors and assigns, covenants to and with the said party of the second part, its successors and assigns, that it is the lawful owner of the said goods and chattels; that they are free from all encumbrances; that it has good right to sell the same aforesaid, and that it will warrant and defend the sale of the said property, goods and chattels hereby made, unto the said party of the second part, its successors and assigns against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the party of the first part has caused its appropriate official to hereunto set their hands and seals this 9 day of May 2014.

UTILITY CORPORATION OF FLORIDA, INC.,
a Florida corporation.

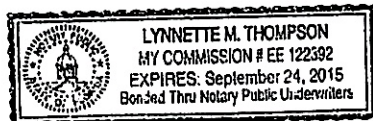
By: 

Michael A. Telschow, President

State of Florida
County of Highlands

The foregoing instrument was acknowledged before me this 9 day of May 2014, by Michael A. Telschow, President of UTILITY CORPORATION OF FLORIDA, INC., a Florida corporation, on behalf of the corporation, who ☒ is personally known or ☐ has produced _____ as identification.

[Notary Seal]



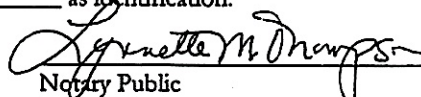

Notary Public
Printed Name:

EXHIBIT "B"

Affidavit of Notice to Entities

AFFIDAVIT OF MAILING

STATE OF FLORIDA
COUNTY OF SEMINOLE

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared Judy Hamel, who, after being duly sworn on oath, did depose on oath and say that she is the secretary of Martin S. Friedman, attorney for Buyer, and that on the ____ of July, 2014, she did send by U.S. Mail a copy of the notice attached hereto to each of the utilities, governmental bodies, agencies, or municipalities, in accordance with the list provided by the Florida Public Service Commission, which is also attached hereto.

FURTHER AFFIANT SAYETH NAUGHT.

JUDY HAMEL

Sworn and subscribed to before me this _____ day of July, 2014, by Judy Hamel, who is personally known to me or who has provided _____ as identification.

NOTARY PUBLIC - State of Florida

Print Name: _____

My Commission Expires: _____

EXHIBIT "C"

(To be Late Filed)

Affidavit of Notice to Customers

AFFIDAVIT OF MAILING

STATE OF FLORIDA

COUNTY OF HIGHLANDS

BEFORE ME, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared Lois Schlabach on behalf of the Buyer, who, after being duly sworn on oath, did depose on oath and say that she is the bookkeeper of the Buyer, and that on the _____ day of July 2014, she did send by first class U.S. Mail a copy of the Notice attached hereto to each of the Seller's customers.

FURTHER AFFIANT SAYETH NAUGHT.

Lois Schlabach

Sworn and subscribed to before me this _____ day of July, 2014, by Lois Schlabach on behalf of the Utility, who is personally known to me or who has provided _____ as identification.

NOTARY PUBLIC - State of Florida

Print Name: _____

My Commission Expires: _____

EXHIBIT "D"

(To be Late Filed)

Affidavit of Publication

EXHIBIT "E"

Lease and Assignment and Assumption

Prepared by Ralph Horak
100 Clubhouse Lane
Sebring, FL 33876

Attachment G

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement (Lease) is entered into on this 1st day of January, 2008, by and between Spring Lake Club, Inc. (Landlord) and Utility Corporation of Florida, Inc. (Tenant). Landlord is the owner of land and improvements whose address is: 2501 Duane Palmer Blvd, Sebring, FL

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the provisions set forth herein.

THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, it is agreed:

Term.

The Initial Term of the Lease shall begin on the 1st day of January, 2008, and continue in perpetuity for a term of 99 years, unless terminated by mutual agreement of all parties.

Rent.

Tenant shall pay \$950 to Spring Lake Club, Inc. at the first of each month. Rent shall be adjusted to the cost of living but will be raised no less than 3%, at each 5 year anniversary.

Prohibited Uses.

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

Sublease and Assignment.

Tenant shall have the right without Landlord's consent, to assign this Lease to a business with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets.

Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

Alterations and Improvements.

Tenant, at Tenant's expense, shall have the right, upon obtaining Landlord's consent, to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant

may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade

fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that Tenant shall repair, at Tenant's expense, all damage to the Leased Premises caused by such removal.

FILED IN HIGHLANDS COUNTY, FL
L.E. "LUKE" BROOKER, CLERK OF COURTS
FILED 07/01/2008 AT 04:29:05 PM
BOOK 2148 PAGE 463-467 INSTRUMENT#1509720
DOC TYPE: LEA DEPUTY CLERK:JBASSETT REC.
FEE \$44.00

Lois Ahlback
100 Clubhouse Lane
Sebring, FL 33876



Property Taxes.

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

Insurance.

If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act of negligence by Tenant or by any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amount as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the particular activities of each in the Building with the premiums thereon fully paid on or before due date. Such insurance policy shall be issued by and binding upon an insurance company approved by Landlord, and shall afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph.

Utilities.

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges.

Signs.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

Damage and Destruction.

If the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects, such damage or defects not being the result of any act of negligence by Tenant or by any of Tenant's agents,

employees or invitees, that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

Default.

In the event of a default made by Tenant in the payment of rent when due to Landlord, Tenant shall have fifteen (15) days after receipt of written notice thereof to cure such default. In the event of a default made by Tenant in any of the other covenants or conditions to be kept, observed and performed by Tenant, Tenant shall have thirty (30) days after receipt of written notice thereof to cure such default. In the event that the Tenant shall fail to cure any default within the time allowed under this paragraph, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

Condemnation.

If any legally constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

Subordination.

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and

effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

Notice.

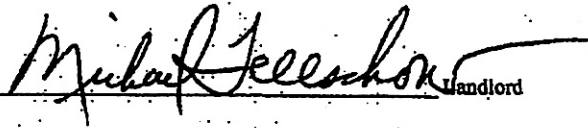
Tenant and Landlord each shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

Final Agreement

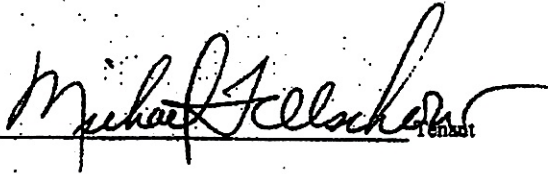
This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

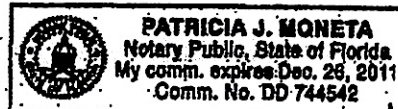
IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

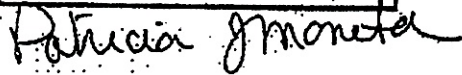
Michael Telschow, President, Spring Lake Club, Inc.,

 Landlord

Michael Telschow, President, Utility Corporation of FL, Inc.

 Tenant





DOCUMENT PREPARED BY:
Ables & Craig, P.A.
Clifford M. Ables, III, Esquire
202 West Main Street, Suite 103
Wauchula, FL 33873
(863) 773-0500
Our File No. 2127-37214



FILED IN HIGHLANDS COUNTY, FL
ROBERT W. GERMAINE, CLERK OF COURTS
FILED 05/13/2014 AT 03:35:49 PM
BOOK 2428 PAGE 637-639 INSTRUMENT#1734024
DOC TYPE: ASG DEPUTY CLERK: STURNBULL
REC. FEE \$27.00

ASSIGNMENT OF COMMERCIAL LEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that SPRING LAKE CLUB, INC., a Florida Corporation (hereinafter "SPRING LAKE"), whose address 100 Clubhouse Lane, Sebring, FL 33876, as the Landlord, and UTILITY CORPORATION OF FLORIDA, INC., a Florida corporation (hereinafter "UTILITY CORPORATION"), whose address is 200 Healthy Way, Sebring, FL 33876, as the Tenant, (herein collectively the "Assignor"), in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, lawful money of the United States, in hand paid by SOUTH HIGHLANDS INVESTMENT CORPORATION, a Florida corporation, (hereinafter "SOUTH HIGHLANDS"), ("Assignee"), at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred and set over, and by these presents does grant, bargain, sell, assign, transfer and set over unto the Assignee that certain Commercial Lease Agreement dated January 1, 2008, by and between SPRING LAKE, as the Landlord, and UTILITY CORPORATION, as Tenant, a copy of which is attached hereto and made a part hereof by this reference, to have and to hold the same unto the Assignee and assigns forever.

IN WITNESS WHEREOF, the Assignor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officer thereunto duly authorized, on this the 9 day of May, 2014.

Signed, sealed and delivered in our presence:

Stephen C. Heine
Print Name: Stephen C. Heine

Thomas E. Trevino
Print Name: Thomas E. Trevino

SPRING LAKE CLUB, INC.,
a Florida corporation,

By: Michael A. Tellschow
Michael A. Tellschow, President

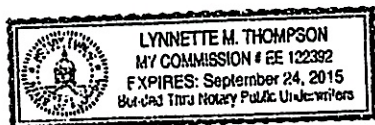
Dated: 5-9-14

State of Florida
County of Highlands

The foregoing instrument was acknowledged before me this 9 day of May, 2014, by Michael A. Tellschow, President of SPRING LAKE CLUB, INC., a Florida corporation, on behalf of the corporation, who ☒ is personally known or ☐ has produced as identification.

[Notary Seal]

Lynnette M. Thompson
Notary Public
Printed Name:



Signed, sealed and delivered in our presence:

Stephen C. Heine
Print Name: Stephen C. Heine

Thomas T. Jones
Print Name: Thomas T. Jones

UTILITY CORPORATION OF
FLORIDA, INC.,
a Florida corporation,

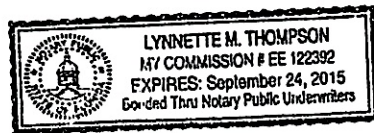
By: Michael A. Telschow
Michael A. Telschow, President

Dated: 5-9-14

State of Florida
County of Highlands

The foregoing instrument was acknowledged before me this 9 day of May 2014, by Michael A. Telschow, President of UTILITY CORPORATION OF FLORIDA, INC., on behalf of the corporation, who ☒ is personally known or ☐ has produced _____ as identification.

[Notary Seal]



Lynnette M. Thompson
Notary Public
Printed Name:

ACCEPTANCE OF ASSIGNMENT OF COMMERCIAL LEASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that SOUTH HIGHLANDS INVESTMENT CORPORATION, a Florida corporation whose address is 106 East Main Street, Wauchula, Florida 33873, the herein above-named Assignee, accepts all of Assignor's interests in the above-described Commercial Lease Agreements and agrees to fulfill all of the covenants, responsibilities and obligations of the Lessor as set forth therein.

IN WITNESS WHEREOF, the Assignee has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its proper officer thereunto duly authorized this 9th day of May, 2014.

Signed, sealed and delivered in our presence:

SOUTH HIGHLANDS INVESTMENT CORPORATION, a Florida corporation,

By: [Signature]
Its: VICE PRESIDENT.
Print Name: JAMES W CRENS IV

[Company Seal]

STATE OF FLORIDA
COUNTY OF HARDEE

The foregoing instrument was acknowledged before me this 9th day of May, 2014, by J.W. CRENS IV as Vice-Pres. of SOUTH HIGHLANDS INVESTMENT CORPORATION, a Florida corporation, on behalf of the corporation, who is personally known to me.

[SEAL]



[Signature]
Notary Public SUSAN WATSON
My Commission Expires:

EXHIBIT "F"

Wastewater Tariff

WASTEWATER TARIFF

SOUTH HIGHLANDS INVESTMENT CORPORATION
NAME OF COMPANY

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

SOUTH HIGHLAND INVESTMENT CORPORATION
WASTEWATER TARIFF

ORIGINAL SHEET NO. 1.0

WASTEWATER TARIFF

SOUTH HIGHLANDS INVESTMENT CORPORATION
NAME OF COMPANY

106 E. Main Street

Wauchula, FL 33873

(ADDRESS OF COMPANY)

(863) 990-7745

(Business & Emergency Telephone Numbers)

FILED WITH

FLORIDA PUBLIC SERVICE COMMISSION

Stephen Heine
ISSUING OFFICER

Manager
TITLE

WASTEWATER TARIFF

TABLE OF CONTENTS

	Sheet Number
Communities Served Listing	4.0
Description of Territory Served	3.1
Index of	
Rates and Charges Schedules	11.0
Rules and Regulations	6.0
Service Availability Policy	24.0
Standard Forms	20.0
Technical Terms and Abbreviations	5.0
Territory Authority	3.0

Stephen Heine
ISSUING OFFICER

Manager
TITLE

TERRITORY AUTHORITY

CERTIFICATE NUMBER – 550-S

COUNTY – Highlands

COMMISSION ORDER(S) APPROVING TERRITORY SERVED –

<u>Order Number</u>	<u>Date Issued</u>	<u>Docket Number</u>	<u>Filing Type</u>
PSC-08-0646-PAA-SU	10/06/2008	080079-SU	Original Certificate
PSC-08-0646-PAA-SU	10/17/2008	080079-SU	Correction
PSC-14-____-PAA-SU			Transfer

Stephen Heine
ISSUING OFFICER

Manager
TITLE

(Continued from Sheet No. 3.0)

DESCRIPTION OF TERRITORY SERVED

Parcel A

Township 35 South, Range 30 East
Section 16

Country Club Villas Phase I, Plat Book 15, Page 74, Public Records of Highlands County, Florida, Country Club Villas Phase II, Plat Book 15, Page 111, Public Records of Highlands County, Florida, and Country Club Villas Phase III, Plat Book 15, Page 139, Public Records of Highlands County, Florida, lying in Section 16, Township 35 South, Range 30 East and being more particularly described as follows:

From the Northeast corner of said Section 16 S00°26'13"W along the East line of said Section 16 a distance of 1,476.91 feet; thence N66°57'26"W a distance of 121.04 feet; thence S82°57'50"W a distance of 419.52 feet; thence S78°53'21"W a distance of 230.00 feet to the West right-of-way line of Duane Palmer Boulevard and the point of curvature of a curve concave to the left having a radius of 1,325.38 feet, a central angle of 18°32'02", and a chord bearing of S20°22'40"E, also being the Point of Beginning of the herein described parcel; thence Southeasterly along said right-of-way line and curve an arc distance of 428.73 feet; thence S38°25'43"W a distance of 120.35 feet; thence S72°03'49"W a distance of 120.00 feet; thence S02°00'00"E a distance of 920.00 feet to a point on a curve concave to the left having a radius of 965.34 feet, central angle of 2°22'27", and a chord bearing of N87°42'01"W; thence Northwesterly along said curve an arc distance of 40.00 feet to the point of tangency of said curve; thence N88°53'15"W a distance of 467.98 feet to the point of curvature of a curve concave to the right having a radius of 378.28 feet, a central angle of 73°07'00"; thence Northwesterly along said curve an arc distance of 482.73 feet to the terminus of said curve; thence N06°51'06"W a distance of 64.50 feet; thence N15°46'15"W a distance of 765.00 feet to a point on a curve concave to the left having a radius of 200.00 feet, central angle of 90°00'00", and a chord bearing of S60°46'15"E; thence Southeasterly along said curve an arc distance of 314.16 feet to the point of tangency of said curve; thence N74°13'45"E a distance of 615.93 feet to the point of curvature of a curve concave to the left having a radius of 200.00 feet and a central angle of 85°20'24"; thence Northeasterly along said curve an arc distance of 297.89 feet; thence N11°06'39"W a distance of 95.00 feet; thence N78°53'21"E a distance of 125.00 feet to the said West right-of-way line of Duane Palmer Boulevard; thence S11°06'39"E along said right-of-way line a distance of 13.37 feet to the Point of Beginning. Contains 22.99 acres more or less.

Parcel B

Township 35 South, Range 30 East
Sections 15 and 16

Waterway Patio Homes Official Records Book 1496, Page 1310 and Records Book 1698, Page 1869 Public Records of Highlands County, Florida, lying in Sections 15 and 16, Township 35 South, Range 30 East and being more particularly described as follows:

(Continued on Sheet No. 3.2)

Stephen Heine
ISSUING OFFICER

Manager
TITLE

SOUTH HIGHLAND INVESTMENT CORPORATION
WASTEWATER TARIFF

ORIGINAL SHEET NO. 3.2

(Continued from Sheet No. 3.1)

From the Northwest corner of said Section 15 S00°26'13"W along the West line of said Section 15 also being the East line of said Section 16 a distance of 1,476.91 feet to the Point of Beginning of the herein described parcel; thence S66°57'26"E a distance of 230.26 feet; thence S52°23'43"E a distance of 177.88 feet to a point on a curve concave to the right having a radius of 1,608.06 feet, a central angle of 31°04'05", and a chord bearing of S51°54'05"W; thence Northeasterly along said curve an arc distance of 871.95 feet to a point of reverse curvature of a curve concave to the left having a radius of 490.00 feet, a central angle of 37°05'57", and a chord bearing of N48°53'08"E; thence Northeasterly along said curve an arc distance of 317.28 feet to the point of reverse curvature of a curve concave to the right having a radius of 279.00 feet, central angle of 63°39'32", and a chord bearing of N62°09'56"E; thence Northeasterly along said curve an arc distance of 309.98 feet; to the terminus of said curve; thence S12°12'19"E a distance of 219.39 feet; thence S64°01'18"W a distance of 638.59 feet to the point of curvature of a curve concave to the left having a radius of 1483.06 feet, a central angle of 38°43'07", and a chord bearing of S44°39'45"W; thence Southwesterly along said curve an arc distance of 1,002.20 feet; thence S25°18'12"W a distance of 533.79 feet to the North right-of-way line of Duane Palmer Boulevard and a point on a curve concave to the right having a radius of 1491.46 feet, central angle of 4°49'11", and a chord bearing of N59°58'52"W; thence Northwesterly along said right-of-way line and along said curve an arc distance of 125.46 feet; thence N25°18'12"E a distance of 151.30 feet to a point on a curve concave to the right having a radius of 1,341.46 feet, central angle of 19°23'04", and a chord bearing of N47°04'39"W; thence Northwesterly along said curve an arc distance of 453.84 feet to the point of tangency of said curve; thence N37°23'07"W a distance of 44.99 feet to the point of curvature of a curve concave to the right having a radius of 1,095.38 feet, central angle of 26°16'28" chord bearing of N24°14'53"W; thence Northwesterly along said curve an arc distance of 502.31 feet; thence N82°57'50"E a distance of 419.52 feet; thence S66°57'26"E a distance of 121.04 feet to the Point of Beginning. Contains 16.98 acres more or less.

Parcel BA

Township 35 South, Range 30 East
Section 15

The East 275 feet more or less of Parcel F, Fairway Lakes, Plat Book 12, Page 43, Public Records of Highlands County, Florida, lying in Section 15, Township 35 South, Range 30 East and being more particularly described as follows:

From the Northwest corner of said Section 15 S00°26'13"W along the West line of said Section 15 a distance of 1,476.91 feet; thence S66°57'26"E a distance of 230.26 feet; thence S52°23'43"E a distance of 177.88 feet to a point on a curve concave to the right having a radius of 1,608.06 feet, a central angle of 31°04'05", and a chord bearing of S51°54'05"W; thence Northeasterly along said curve an arc distance of 871.95 feet to a point of reverse curvature of a curve concave to the left having a radius of 490.00 feet, a central angle of 37°05'57", and a chord bearing of N48°53'08"E; thence Northeasterly along said curve an arc distance of 317.28 feet to the point of reverse curvature of a curve concave to the right having a radius of 279.00 feet, central angle of 63°39'32", and a chord bearing of N62°09'56"E; thence Northeasterly along said curve an arc distance of 309.98 feet to the terminus of said curve and the Point

(Continued on Sheet No. 3.3)

Stephen Heine
ISSUING OFFICER

Manager
TITLE

SOUTH HIGHLAND INVESTMENT CORPORATION
WASTEWATER TARIFF

ORIGINAL SHEET NO. 3.3

(Continued from Sheet No. 3.2)

of Beginning of the herein described parcel; thence N12°12'19"W a distance of 335.79 feet to a point on a curve concave to the left having a radius of 1,669.64 feet, a central angle of 0°11'07", and a chord bearing of N77°51'51"E; thence Northeasterly along said curve an arc distance of 5.40 feet to the point of tangency of said curve; thence N77°47'41"E a distance of 269.60 feet; thence S12°12'19"E a distance of 487.76 feet; thence S64°01'18"W a distance of 283.14 feet; thence N12°12'19"E a distance of 219.39 feet to the Point of Beginning. Contains 3.29 acres more or less.

Parcel BB

Township 35 South, Range 30 East
Section 15

A portion of the North 500 feet of the South 600 feet of the West 300 feet of the drainage and maintenance tract lying adjacent to the East line of Parcel F, Fairway Lakes, Plat Book 12, Page 43, Public Records of Highlands County, Florida, lying in Section 15, Township 35 South, Range 30 East and being more particularly described as follows:

From the Northwest corner of said Section 15 S00°26'13"W along the West line of said Section 15 a distance of 1476.91 feet; thence S66°57'26"E a distance of 230.26 feet; thence S52°23'43"E a distance of 177.88 feet to a point on a curve concave to the right having a radius of 1,608.06 feet, a central angle of 31°04'05", and a chord bearing of S51°54'05"W; thence Northeasterly along said curve an arc distance of 871.95 feet to a point of reverse curvature of a curve concave to the left having a radius of 490.00 feet, a central angle of 37°05'57", and a chord bearing of N48°53'08"E; thence Northeasterly along said curve an arc distance of 317.28 feet to the point of reverse curvature of a curve concave to the right having a radius of 279.00 feet, central angle of 63°39'32", and a chord bearing of N62°09'56"E; thence Northeasterly along said curve an arc distance of 309.98 feet to the terminus of said curve; thence N12°12'19"W a distance of 335.79 feet to a point on a curve concave to the left having a radius of 1669.64 feet, a central angle of 0°11'07", and a chord bearing of N77°51'51"E; thence Northeasterly along said curve an arc distance of 5.40 feet to the point of tangency of said curve; thence N77°47'41"E a distance of 269.60 feet to the Point of Beginning of the herein described parcel; thence continue N77°47'41"E a distance of 300.00 feet; thence S12°12'19"E a distance of 414.23 feet; thence S64°01'18"W a distance of 308.88 feet; thence N12°12'19"W a distance of 487.76 feet to the Point of Beginning. Contains 3.11 acres more or less.

Parcel C

Township 35 South, Range 30 East
Section 15

Parcel J, and J-1 Spring Lake Village VII Plat Book 11, Page 7 Public Records of Highlands County, Florida lying in Section 15, Township 35 South, Range 30 East and being more particularly described as follows:

From the Northwest corner of said Section 15 S00°26'13"W along the West line of said Section 15 a

(Continued on Sheet No. 3.4)

Stephen Heine
ISSUING OFFICER

Manager
TITLE

SOUTH HIGHLAND INVESTMENT CORPORATION
WASTEWATER TARIFF

ORIGINAL SHEET NO. 3.4

(Continued from Sheet No. 3.3)

distance of 2,600.27 feet; thence S89°33'47"E a distance of 161.60 feet to the South right-of-way line of Duane Palmer Boulevard and the Point of Beginning of the herein described parcel; thence Southeasterly along said right-of-way line and along a curve concave to the left having a radius of 1,571.46 feet, a central angle of 37°47'44", and a chord bearing of S85°46'57"E an arc distance of 1,036.63 feet; thence S27°52'00"E a distance of 649.44 feet to a point on a curve concave to the right having a radius of 1,382.39 feet, a central angle of 26°56'07", and a chord bearing of S75°36'03"W; thence Southwesterly along said curve an arc distance of 649.87 feet; thence N08°54'42"W a distance of 361.31 feet to a point on a curve concave right having a radius of 1897.59 feet, a central angle of 25°09'17", and a chord bearing of N78°05'29"W; thence Northwesterly along said curve an arc distance of 833.11 feet to a point on a curve concave to the left having a radius of 1090.40 feet, a central angle of 14°06'57", and a chord bearing of N32°21'40"E; thence Northeasterly along said curve an arc distance of 268.64 feet; thence N25°18'12"E a distance of 61.15 feet to the Point of Beginning. Contains 13.69 acres more or less.

Parcel D

Township 35 South, Range 30 East
Sections 9 and 10

Blocks A-A, B-B, D, E, F, Y, and Z, Spring Lake Village VII, Plat Book 11, Page 7, Public Records of Highlands County, Florida, lying in Sections 9 and 10, Township 35 South, Range 30 East and being more particularly described as follows:

From the Southwest corner of said Section 10 N04°27'29"E along the West line of said Section 10 a distance of 272.27 feet to the Point of Beginning of the herein described parcel; thence N74°21'03"W a distance of 172.65 feet; thence N15°38'57"E a distance of 364.09 feet to the point of curvature of a curve concave to the left having a radius of 2249.05 feet and a central angle of 17°43'57"; thence Northerly along said curve an arc distance of 696.06 feet to the point of reverse curvature of a curve concave to the right having a radius of 200.00 feet and a central angle of 85°33'02"; thence Northeasterly along said curve an arc distance of 293.63 feet to the point of tangency of said curve; thence N83°28'02"E a distance of 107.36 feet to a point on a non-tangent curve concave to the left having a radius of 2549.05 feet, a central angle of 02°00'19", and a chord bearing of N07°45'37"W; thence Northerly along said curve an arc distance of 89.22 feet to the point of reverse curvature of a curve concave to the right having a radius of 50.00 feet and a central angle of 95°52'25"; thence Northeasterly along said curve an arc distance of 83.67 feet to the point of reverse curvature of a curve concave to the left having a radius of 964.94 feet and a central angle of 11°44'19"; thence Easterly along said curve an arc distance of 197.69 feet to the point of reverse curvature of a curve concave to the right having a radius of 50.00 feet and a central angle of 100°04'33"; thence Southeasterly along said curve an arc distance of 87.33 feet to the point of tangency of said curve; thence S04°33'09"E a distance of 206.05 feet to the point of curvature of a curve concave to the right having a radius of 2,849.05 feet and a central angle of 18°20'39"; thence Southerly along said curve an arc distance of 912.17 feet; thence N76°12'30"W a distance of 125.00 feet to a point on a curve concave to the right having a radius of 2724.05 feet, a central angle of 01°51'27", and a chord bearing of S14°43'14"W; thence Southerly along said curve an arc distance of 88.31 feet to the point of tangency of said curve; thence S15°38'57"W a distance of 289.09 feet to the point of

(Continued on Sheet No. 3.5)

Stephen Heine
ISSUING OFFICER

Manager
TITLE

SOUTH HIGHLAND INVESTMENT CORPORATION
WASTEWATER TARIFF

ORIGINAL SHEET NO. 3.5

(Continued from Sheet No. 3.4)

curvature of a curve concave to the right having a radius of 75.00 feet and a central angle of 90°00'00"; thence Southwesterly along said curve an arc distance of 117.81 feet to the point of tangency of said curve; thence N74°21'03"W a distance of 227.35 feet to the Point of Beginning. Contains 18.22 acres more or less.

Parcel E
Township 35 South, Range 30 East
Section 10

Oak Leaf Subdivision, Plat Book 15, Page 115, Public Records of Highlands County, Florida, lying in Section 10, Township 35 South, Range 30 East and being more particularly described as follows:
From the Southeast corner of said Section 10 S89°40'25"W along the South line of said Section 10 a distance of 1284.22 feet; thence N65°38'00"E a distance of 5.83 feet to the Point of Beginning of the herein described parcel; thence N24°22'00"W a distance of 575.00 feet; thence N26°51'07"E a distance of 70.42 feet; thence N65°38'00"E a distance of 575.10 feet to the West right-of-way line of Duane Palmer Boulevard; thence S24°22'00"E along said West right-of-way line a distance of 619.11 feet; thence S65°38'00"W a distance of 630.00 feet to the Point of Beginning. Contains 8.93 acres more or less.

Parcel F

Township 35 South, Range 30 East
Section 10

Parcel D, Spring Lake Village VII, Plat Book 11, Page 7, Public Records of Highlands County, Florida, lying in Section 10, Township 35 South, Range 30 East and being more particularly described as follows:
From the Southeast corner of said Section 10 S89°40'25"W along the South line of said Section 10 a distance of 1,284.22 feet; thence N65°38'00"E a distance of 5.83 feet; thence N65°38'00"E a distance of 710.00 feet to the East right-of-way line of Duane Palmer Boulevard and the Point of Beginning of the herein described parcel; thence N24°22'00"W along said East right-of-way line a distance of 732.32 feet to the point of curvature of a curve concave to the right having a radius of 1479.58 feet and a central angle of 06°44'35"; thence Northerly along said curve an arc distance of 174.13 feet; thence N74°42'01"E a distance of 58.79 feet to the point of curvature of a curve concave to the left having a radius of 1037.28 feet and a central angle of 10°04'30"; thence Easterly along said curve an arc distance of 182.40 feet; thence S24°22'00"E a distance of 854.43 feet to a point on a curve concave to the right having a radius of 475.34 feet and a central angle of 20°18'41"; thence Southwesterly along said curve an arc distance of 168.51 feet to the point of tangency of said curve; thence S65°38'00"W a distance of 85.00 feet to the Point of Beginning. Contains 5.07 acres more or less.

Parcel G
Township 35 South, Range 30 East
Section 10

(Continued on Sheet No. 3.6)

Stephen Heine
ISSUING OFFICER

Manager
TITLE

SOUTH HIGHLAND INVESTMENT CORPORATION
WASTEWATER TARIFF

ORIGINAL SHEET NO. 3.6

(Continued from Sheet No. 3.5)

Lots 1 thru 12, Block A Fairway Lakes, Plat Book 12, Page 43, Public Records of Highlands County, Florida, lying in Section 10, Township 35 South, Range 30 East and being more particularly described as follows:

From the Northwest corner of said Section 10 S89°59'15"E along the North line of said Section 10 a distance of 371.48 feet; thence S09°47'38"E a distance of 678.77 feet to the Point of Beginning of the herein described parcel; thence N00°43'40"E a distance of 237.77 feet to a non-tangent curve concave to the right having a radius of 175.00 feet, a central angle of 185°30'05", and a chord bearing of N41°42'41"E; thence Northeasterly along said curve an arc distance of 566.58 feet to the terminus of said curve; thence S34°23'40"E a distance of 28.61 feet to a point on a curve concave to the right having a radius of 500.00 feet, a central angle of 31°30'00", and a chord bearing of S74°15'46"W; thence Easterly along said curve an arc distance of 274.89 feet to the point of tangency of said curve; thence S89°59'14"E a distance of 895.17 feet to a point on a curve concave to the left having a radius of 250.00 feet, central angle of 41°17'52" and chord bearing of S27°31'41"E; thence Southerly along said curve an arc distance of 180.20 feet to the point of reverse curvature of a curve concave to the right having a radius of 530.00 feet and a central angle of 87°15'12"; thence Southerly along said curve an arc distance of 807.11 feet to the point of reverse curvature of a curve concave to the left having a radius of 400.00 feet and a central angle of 17°35'18"; thence Southerly along said curve an arc distance of 122.79 feet to the point of compound curvature of a curve concave to the left having a radius of 55.00 feet and a central angle of 107°13'10"; thence Southeasterly along said curve an arc distance of 102.92 feet to the point of reverse curvature of a curve concave to the right having a radius of 55.00 feet and a central angle of 96°40'44"; thence Southeasterly along said curve an arc distance of 92.81 feet to the point of tangency of said curve; thence S10°56'51"W a distance of 82.46 feet to a point on a curve concave to the left having a radius of 978.72 feet, central angle of 17°12'23", and a chord bearing of S88°48'33"W; thence Westerly along said curve an arc distance of 293.92 feet to the point of tangency of said curve; thence S80°12'22"W a distance of 1342.13 feet to the point of curvature of a curve concave to the right having a radius of 25.00 feet and a central angle of 90°00'00"; thence Northwesterly along said curve an arc distance of 39.27 feet to the point of tangency of said curve; thence N09°47'38"W a distance of 611.87 feet; thence N80°12'22"E a distance of 65.00 feet to the point of curvature of a curve concave to the left having a radius of 160.00 feet and a central angle of 90°00'00"; thence Northeasterly along said curve an arc distance of 251.33 feet to the point of tangency of said curve; thence N09°47'38"W a distance of 80.00 feet to the Point of Beginning. Contains 49.06 acres more or less.

Parcel H

Township 35 South, Range 30 East
Sections 9, 10, 15, and 16

Lots 1 thru 18, Block D and Lots 29 thru 36, Block B Fairway Lakes, Plat Book 12, Page 43, Public Records of Highlands County, Florida, lying in Sections 9, 10, 15, and 16 Township 35 South, Range 30 East and being more particularly described as follows:

From the Southwest corner of said Section 10 also being the Northwest corner of said Section 15 S00°26'13"E along the West line of said Section 15 a distance of 229.62 feet to the Point of Beginning of

(Continued on Sheet No. 3.7)

Stephen Heine
ISSUING OFFICER

Manager
TITLE

SOUTH HIGHLAND INVESTMENT CORPORATION
WASTEWATER TARIFF

ORIGINAL SHEET NO. 3.7

(Continued from Sheet No. 3.6)

the herein described parcel; thence N63°25'48"W a distance of 211.41 feet to the point of curvature of a curve concave to the right having a radius of 96.46 feet and a central angle of 79°04'45"; thence Northwesterly along said curve an arc distance of 133.13 feet to the point of tangency of said curve; thence N15°38'57"E a distance of 354.00 feet; thence S74°21'03"E a distance of 400.00 feet to the point of curvature of a curve concave to the left having a radius of 75.00 feet and a central angle of 90°00'00"; thence along said curve an arc distance of 117.81 feet to the point of tangency said curve; thence N15°38'57"E a distance of 289.09 feet to the point of curvature of a curve concave to the left having a radius of 2,424.05 feet and a central angle of 01°51'27"; thence Northerly along said curve an arc distance of 88.31 feet; thence S76°12'30"E a distance of 125.00 feet to a point on a curve concave to the right having a radius of 2,849.05 feet a central angle of 00°35'00" and a chord bearing of S14°05'00"W; thence Southerly along said curve an arc distance of 29.01 feet; thence S75°37'30"E a distance of 270.00 feet to a point on a curve concave to the left having a radius of 3119.05 feet, a central angle of 00°14'56", and a chord bearing of N14°15'02"E; thence Northerly along said curve an arc distance of 13.54 feet; thence S75°52'24"E a distance of 230.01 feet to a point on a curve concave to the right having a radius of 3,349.05 feet and a central angle of 02°23'22"; thence Southerly along said curve an arc distance of 139.67 feet to the point of tangency of said curve; thence S16°30'58"W a distance of 734.02 feet to a point on a curve concave to the right having a radius of 1563.04 feet and a central angle of 04°20'55"; thence Northwesterly along said curve an arc distance of 118.63 feet to the point of tangency of said curve; thence N74°21'03"W a distance of 480.00 feet; thence S88°18'34"W a distance of 213.96 feet to the Point of Beginning. Contains 17.36 acres more or less.

Parcel I

Township 35 South, Range 30 East
Section 10

That portion of the North 230 feet of Parcel B lying East of Lot 24, Block B and West of Duane Palmer Boulevard, Fairway Lakes, Plat Book 12, Page 43, Public Records of Highlands County, Florida, Section 10, Township 35 South, Range 30 East and being more particularly described as follows:

From the Southeast corner of said Section 10 N00°16'00"E along the East line of said Section 10 a distance of 1,430.66 feet; thence N89°44'00"W a distance of 1,146.02 feet to the West right-of-way line of Duane Palmer Boulevard and the Point of Beginning of the herein described parcel; thence S87°58'09"W a distance of 96.46 feet to the point of curvature of a curve concave to the left having a radius of 1400.00 feet and a central angle of 26°00'00"; thence Westerly along said curve an arc distance of 635.30 feet; thence N28°01'51"W a distance of 230.00 feet to a point on a curve concave to the right having a radius of 1,630.00 feet and a central angle of 26°00'00"; thence Northeasterly along said curve an arc distance of 739.67 feet to the point of tangency of said curve; thence N87°58'09"E a distance of 75.00 feet to the point of curvature of a curve concave to the right having a radius of 25.00 feet and a central angle of 94°42'21"; thence Southeasterly along said curve an arc distance of 41.32 feet to the said West right-of-way line of Duane Palmer Boulevard and the point of compound curvature of a curve concave to the left having a radius of 1559.58 feet and a central angle of 07°27'44"; thence Southerly along said right-of-way line and curve an arc distance of 203.12 feet to the Point of Beginning. Contains 14.14 acres more or less.

Stephen Heine
ISSUING OFFICER

Manager
TITLE

COMMUNITIES SERVED LISTING

(COMPANY WIDE RATES)

Stephen Heine
ISSUING OFFICER

Manager
TITLE

TECHNICAL TERMS AND ABBREVIATIONS

- 1.0 "BFC" - The abbreviation for "Base Facility Charge" which is the minimum amount the Company may charge its Customers and is separate from the amount the Company bills its Customers for wastewater consumption.
- 2.0 "CERTIFICATE" - A document issued by the Commission authorizing the Company to provide wastewater service in a specific territory.
- 3.0 "COMMISSION" - The shortened name for the Florida Public Service Commission.
- 4.0 "COMMUNITIES SERVED" - The group of 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" - The shortened name for the full name of the utility which is SOUTH HIGHLANDS INVESTMENT CORPORATION.
- 6.0 "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 that wastewater service.
- 7.0 "CUSTOMER'S INSTALLATION" - All pipes, shut-offs, valves, fixtures and appliances or apparatus of every kind and nature used in connection with or forming a part of the installation for disposing of wastewater located on the Customer's side of the Service Connection whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 8.0 "MAIN" - A pipe, conduit, or other facility used to convey wastewater service from individual service lines or through other mains.
- 9.0 "RATE" - Amount which the Company may charge for wastewater service which is applied to the Customer's water consumption.

(Continued on Sheet No. 5.1)

Stephen Heine
ISSUING OFFICER

Manager
TITLE

(Continued from Sheet No. 5.0)

- 10.0 "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.
- 11.0 "SERVICE" - As mentioned in this tariff and in agreement with Customers, "Service" 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 forth in Section 367.111 of the Florida Statutes.
- 12.0 "SERVICE CONNECTION" - The point where the Company's pipes or meters are connected with the pipes of the Customer.
- 13.0 "SERVICE LINES" - The pipes between the Company's Mains and the Service Connection and which includes all of the pipes, fittings and valves necessary to make the connection to the Customer's premises, excluding the meter.
- 14.0 "TERRITORY" - The geographical area described, if necessary, by metes and bounds but, in all cases, with township, range and section in a Certificate, which may be within or without the boundaries of an incorporated municipality and may include areas in more than one county.

Stephen Heine
ISSUING OFFICER

Manager
TITLE

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(Continued on Sheet No. 6.1)

Stephen Heine
ISSUING OFFICER

Manager
TITLE

SOUTH HIGHLAND INVESTMENT CORPORATION
WASTEWATER TARIFF

ORIGINAL SHEET NO. 6.1

(Continued from Sheet No. 6.0)

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Stephen Heine
ISSUING OFFICER

Manager
TITLE

RULES AND REGULATIONS

- 1.0 GENERAL INFORMATION - These Rules and Regulations are a part of the rate schedules and applications and contracts of the Company and, in the absence of specific written agreement to the contrary, apply without modifications or change to each and every Customer to whom the Company renders wastewater service.

The Company shall provide wastewater service to all Customers requiring such service within its Certificated territory pursuant to Chapter 25-30, Florida Administrative Code and Chapter 367, Florida Statutes.

- 2.0 POLICY DISPUTE - Any dispute between the Company and the Customer or prospective Customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.

- 3.0 APPLICATION - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service. The Company shall provide each Applicant with a copy of the brochure entitled "Your Water and Wastewater Service," prepared by the Florida Public Service Commission.

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

- 5.0 REFUSAL OR DISCONTINUANCE OF SERVICE - The Company may refuse or discontinue wastewater service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.

- 6.0 EXTENSIONS - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.

- 7.0 TYPE AND MAINTENANCE - In accordance with Rule 25-30.545, Florida Administrative Code, the Customer's pipes, apparatus and equipment shall be selected, installed, used and maintained in accordance with standard practice and shall conform with the Rules and Regulations of the Company and shall comply with all laws and governmental regulations applicable to same. The Company shall not be responsible for the maintenance and operation of the Customer's pipes and facilities. The Customer expressly agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the wastewater service. The Company reserves the right to discontinue or withhold wastewater service to such apparatus or device.

- 8.0 CONTINUITY OF SERVICE - In accordance with Rule 25-30.250, Florida Administrative Code, the Company will at all times use reasonable diligence to provide continuous wastewater service and, having used reasonable diligence, shall not be liable to the Customer for failure or

(Continued on Sheet No. 8.0)

Stephen Heine
ISSUING OFFICER

Manager
TITLE

SOUTH HIGHLAND INVESTMENT CORPORATION
WASTEWATER TARIFF

ORIGINAL SHEET NO. 8.0

(Continued from Sheet No. 7.0)

interruption of continuous wastewater service.

If at any time the Company shall interrupt or discontinue its service, all Customers affected by said interruption or discontinuance shall be given not less than 24 hours written notice.

- 9.0 LIMITATION OF USE - Wastewater service purchased from the Company shall be used by the Customer only for the purposes specified in the application for wastewater service. Wastewater service shall be rendered to the Customer for the Customer'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, sale, or disposition of service, the Customer's wastewater 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 wastewater service rendered by the Company (calculated on proper classification and rate schedules) and until reimbursement is made in full to the Company for all extra expenses incurred for clerical work, testing, and inspections. (This shall not be construed as prohibiting a Customer from remetering.)

- 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 wastewater service installations or changes shall be inspected upon completion by a competent authority to ensure that the Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local laws and governmental regulations. Where municipal or other governmental inspection is required by local rules and ordinances, the Company cannot render 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 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the Customer shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.

(Continued on Sheet No. 9.0)

Stephen Heine
ISSUING OFFICER

Manager
TITLE

SOUTH HIGHLAND INVESTMENT CORPORATION
WASTEWATER TARIFF

ORIGINAL SHEET NO. 9.0

(Continued from Sheet No. 8.0)

- 13.0 PROTECTION OF COMPANY'S PROPERTY - The Customer shall exercise reasonable diligence to protect the Company's property. If the Customer is found to have tampered with any Company property or refuses to correct any problems reported by the Company, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code. In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.
- 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.
- 15.0 CUSTOMER BILLING - Bills for wastewater service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule.

In accordance with Rule 25-30.335, Florida Administrative Code, the Company may not consider a Customer delinquent in paying his or her bill until the twenty-first day after the Company has mailed or presented the bill for payment.

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

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

- 16.0 PAYMENT OF WATER AND WASTEWATER SERVICE BILLS CONCURRENTLY - In accordance with Rule 25-30.320(2)(g), Florida Administrative Code, when both water and wastewater service are provided by the Company, payment of any 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.
- 17.0 DELINQUENT BILLS - When it has been determined that a Customer is delinquent in paying any bill, wastewater service may be discontinued after the Company has mailed or presented a written notice to the Customer in accordance with Rule 25-30.320, Florida Administrative Code.
- 18.0 TERMINATION OF SERVICE - When a Customer wishes to terminate service on any premises where wastewater service is supplied by the Company, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.

(Continued on Sheet No. 10.0)

Stephen Heine
ISSUING OFFICER

Manager
TITLE

SOUTH HIGHLAND INVESTMENT CORPORATION
WASTEWATER TARIFF

ORIGINAL SHEET NO. 10.0

(Continued from Sheet No. 9.0)

- 19.0 UNAUTHORIZED CONNECTIONS - WASTEWATER - Any unauthorized connections to the Customer's wastewater service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 20.0 ADJUSTMENT OF BILLS - When a Customer has been undercharged as a result of incorrect application of the rate schedule or, if wastewater service is measured by water consumption and a meter error is determined, the amount may be credited or billed to the Customer as the case may be, pursuant to Rules 25-30.340 and 25-30.350, Florida Administrative Code.
- 21.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.
- 22.0 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.
- 23.0 INSPECTION FEES - Engineering plans and construction of facilities by a Developer which are to become a part of the Utility's system will be subject to review, approval and inspection by the Utility. For this service, Utility shall charge an inspection of facilities constructed by Developer. Such fees shall be paid by Developer in addition to all other charges above stated, as a condition prior to service.
- 24.0 GUARANTEED REVENUES - Not less than ten (10) days before the day upon which a Developer's on-site wastewater system is accepted by the Utility or twelve (12) months from date of Developer's Agreement and each month thereafter until all plant capacity reserved for the Developer is serving a Customer. Developer or owner of lots shall pay to the Utility the sum of money which is equal to 100% of the minimum rate of wastewater service for each equivalent residential connection to be served which is not active, and for which no connection fee has been prepaid to the Utility. As Customers, as defined by Rules and Regulations of the tariff, are added to the system, the said monthly minimum charges to be paid by the Developer will be reduced by each Customer so added.

Stephen Heine
ISSUING OFFICER

Manager
TITLE

INDEX OF RATES AND CHARGES SCHEDULES

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General Service, GS	12.0
Miscellaneous Service Charges	17.0
Multi-Residential Service, MS.....	14.0
Residential Service, RS.....	13.0
Reuse Water Service	15.0
Service Availability Fees and Charges	18.0

Stephen Heine
ISSUING OFFICER

Manager
TITLE

SOUTH HIGHLAND INVESTMENT CORPORATION
WASTEWATER TARIFF

ORIGINAL SHEET NO. 12.0

GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.

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 – \$38.83 Flat Rate Per Unit

MINIMUM CHARGE – Flat Rate

TERMS OF PAYMENT – Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for wastewater service, service may then be discontinued.

EFFECTIVE DATE – January __, 2015

TYPE OF FILING – Transfer

Stephen Heine
ISSUING OFFICER

Manager
TITLE

GENERAL SERVICE

RATE SCHEDULE GS-SPRING LAKE CLUBHOUSE

AVAILABILITY - Available throughout the area served by the Company.

APPLICABILITY - For wastewater service to the Spring Lake Clubhouse

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

BILLING PERIOD – Monthly

RATE – \$155.32 Flat Rate Per Unit

MINIMUM CHARGE – Flat Rate

TERMS OF PAYMENT – Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for wastewater service, service may then be discontinued.

EFFECTIVE DATE – January __, 2015

TYPE OF FILING – Transfer

Stephen Heine
ISSUING OFFICER

Manager
TITLE

SOUTH HIGHLAND INVESTMENT CORPORATION
WASTEWATER TARIFF

ORIGINAL SHEET NO. 13.0

RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY –	Available throughout the area served by the Company.
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 –	\$38.83 Flat Rate Per Unit
MINIMUM CHARGE –	Flat Rate
TERMS OF PAYMENT –	Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for wastewater service, service may then be discontinued.

EFFECTIVE DATE – January __, 2015

TYPE OF FILING – Transfer

Stephen Heine
ISSUING OFFICER

Manager
TITLE

IRRIGATION QUALITY REUSE SERVICE

RATE SCHEDULE IQW

AVAILABILITY – Available to customers within those areas of the Company's certificated service territory which are connected to the Company's reuse system

APPLICABILITY – To the extent of its capacity and wastewater flow, the Company will provide irrigation quality water using treated wastewater effluent.

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

BILLING PERIOD – Monthly

RATE – Gallonage Charge \$ 0.61 per 1000 gallons

MINIMUM CHARGE – None

TERMS OF PAYMENT – Bills are due and payable when rendered. In accordance with Rule 25-30.320, Florida Administrative Code, if a Customer is delinquent in paying the bill for wastewater service, service may then be discontinued.

EFFECTIVE DATE – January __, 2015

TYPE OF FILING – Transfer

Stephen Heine
ISSUING OFFICER

Manager
TITLE

CUSTOMER DEPOSITS

ESTABLISHMENT OF CREDIT - Before rendering wastewater service, the Company may require an Applicant for service to satisfactorily establish credit, but such establishment of credit shall not relieve the Customer from complying with the Company's rules for prompt payment. Credit will be deemed so established if the Customer complies with the requirements of Rule 25-30.311, Florida Administrative Code.

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

Residential

General Service

Not Applicable

ADDITIONAL DEPOSIT - Under Rule 25-30.311(7), Florida Administrative Code, the Company may require a new deposit, where previously waived or returned, or an additional deposit in order to secure payment of current bills provided.

INTEREST ON DEPOSIT - The Company shall pay interest on Customer deposits pursuant to Rules 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the Customer's once each year.

REFUND OF DEPOSIT - After a residential Customer has established a satisfactory payment record and has had continuous service for a period of 23 months, the Company shall refund the Customer's deposit provided the Customer has met the requirements of Rule 25-30.311(5), Florida Administrative Code. The Company may hold the deposit of a non-residential Customer after a continuous service period of 23 months and shall pay interest on the non-residential Customer's deposit pursuant to Rules 25-30.311(4) and (5), Florida Administrative Code.

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

EFFECTIVE DATE – January __, 2015

TYPE OF FILING – Transfer

Stephen Heine
ISSUING OFFICER

Manager
TITLE

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

	Normal Business Hours After Hours	
Initial Connection Fee	\$21.00	\$42.00
Normal Reconnection Fee	\$21.00	\$42.00
Violation Reconnection Fee	Actual Cost ¹	Actual Cost ¹
Premises Visit Fee (in lieu of disconnection)	\$21.00	\$42.00

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

EFFECTIVE DATE – January __, 2015

TYPE OF FILING – Transfer

Stephen Heine
ISSUING OFFICER

Manager
TITLE

SOUTH HIGHLAND INVESTMENT CORPORATION
WASTEWATER TARIFF

ORIGINAL SHEET NO. 18.0

SERVICE AVAILABILITY FEES AND CHARGES

<u>Description</u>	<u>Amount</u>	<u>Refer to Service Availability Policy Sheet No./Rule No.</u>
<u>Back-Flow Preventor Installation Fee</u>		
5/8" x 3/4"	\$	
1"	\$	
1 1/2"	\$	
2"	\$	
Over 2"	\$	
<u>Customer Connection (Tap-in) Charge</u>		
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	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (190GPD)	\$	
All others-per gallon/month	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (190GPD)	\$	
All others-per gallon/month	\$	
<u>Inspection Fee</u>	\$ Actual Cost ¹	
<u>Main Extension Charge</u>		
Residential-per ERC (190GPD)	\$	
All others-per gallon	\$	
or		
Residential-per lot (___foot frontage).....	\$	
All others-per front foot.....	\$	
<u>Meter Installation Fee</u>		
5/8" x 3/4"	\$	
1"	\$	
1 1/2"	\$	
2"	\$	
Over 2"	\$	
<u>Plan Review Charge</u>	\$ Actual Cost ¹	
<u>Plant Capacity Charge</u>		
Residential-per ERC (190GPD)	\$	
All others-per gallon	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (350 GPD)	\$	
All others-per gallon	\$	

¹ Actual Cost is equal to the total cost incurred for services rendered.

EFFECTIVE DATE – January __, 2015

TYPE OF FILING – Transfer

Stephen Heine
ISSUING OFFICER

Manager
TITLE

INDEX OF STANDARD FORMS

<u>Description</u>	<u>Sheet No.</u>
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COPY OF CUSTOMER'S BILL.....	21.0
CUSTOMER'S GUARANTEE DEPOSIT RECEIPT.....	19.0

Stephen Heine
ISSUING OFFICER

Manager
TITLE

SOUTH HIGHLAND INVESTMENT CORPORATION
WASTEWATER TARIFF

ORIGINAL SHEET NO. 19.0

CUSTOMER'S GUARANTEE DEPOSIT RECEIPT

NOT APPLICABLE

Stephen Heine
ISSUING OFFICER

Manager
TITLE

SOUTH HIGHLAND INVESTMENT CORPORATION
WASTEWATER TARIFF

ORIGINAL SHEET NO. 20.0

APPLICATION FOR WASTEWATER SERVICE

Stephen Heine
ISSUING OFFICER

Manager
TITLE

SOUTH HIGHLAND INVESTMENT CORPORATION
WASTEWATER TARIFF

ORIGINAL SHEET NO. 21.0

COPY OF CUSTOMER'S BILL

South Highlands Investment Corporation

200 Healthy Way
Sebring, FL 33876

Invoice

Date	Invoice #
7/1/2014	1879

Bill To
[REDACTED]
[REDACTED]
[REDACTED]

		P.O. No.	Terms	Project
			Net 30	
Quantity	Description	Rate		Amount
1	July wastewater service	38.83		38.83
		Total		\$38.83

Please make checks payable to South Highlands Investment Corporation.

Phone #
863-414-2586

E-mail
lmschlabach@aol.com

Stephen Heine
ISSUING OFFICER

Manager
TITLE

SERVICE AVAILABILITY POLICY

Developers construct per engineered, approved plans and donate facilities to the Company.

Stephen Heine
ISSUING OFFICER

Manager
TITLE