

CRYSTAL RIVER UTILITIES, INC.

"A Privately Owned Group of Utility Companies"

ORIGINAL
FILE COPY

December 6, 1996

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

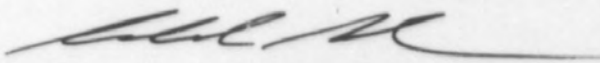
Re: New Transfer Application
Water Certificate No. 53-W

961535-WU

Dear Sirs,

Please find enclosed one original and five copies of an application to transfer certificate number 53-W from Lake Osborne Utilities Company, Inc. to Crystal River Utilities, Inc. You should also find enclosed a check made payable to the Florida Public Service Commission in the amount of \$750.00 which represents the fee for this application.

Yours truly,



H. Richard Bowles
Vice President

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

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

HH

RECEIVED
SERIALS SECTION
96 DEC 26 AM 9 08
MAIL ROOM

P.O. BOX 520247 . LONGWOOD . FLORIDA . TELEPHONE 407-260-2214 FACSIMILE 407-260-2123

DOCUMENT NUMBER-DATE
13735 DEC 26 96

FPSC-RECORDS/REPORTING

ORIGINAL
FILE COPY

**APPLICATION FOR SALE, ASSIGNMENT OR TRANSFER
OF CERTIFICATE OR FACILITIES**

(Pursuant to Section 367.071, Florida Statutes)

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

The undersigned hereby makes application for the sale,
assignment or transfer of (all or part) of Water Certificate No.
53-W and/or ~~Wastewater Certificate No. _____~~ or facilities in
PALM BEACH County, Florida, and submits the
following information:

PART I APPLICANT INFORMATION

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

Crystal River Utilities, Inc.

Name of utility

(407) 260-2214

Phone No.

(407) 260-2123

Fax No.

P.O. Box 520247

Office street address

LONGWOOD

FL

32752-0247

City

State

Zip Code

Mailing address if different from street address

Internet address if applicable

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

RICHARD BOWLES () SAME
Name Phone No.
SAME
Street address

City State Zip Code

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

CRYSTAL RIVER UTILITIES, INC.
Name of utility
() ()
Phone No. Fax No.
SAME
Office street address

City State Zip Code

Mailing address if different from street address

Internet address if applicable

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

Corporation Partnership Sole Proprietorship
Other: _____
(specify)

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

8/25/95 FLORIDA

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

ROBERT STERLING III, PRESIDENT/DIRECTOR

488 PICKFORD POINT LONGWOOD, FL 32789

RICHARD BOWLES, V. PRESIDENT/DIRECTOR

1205 ROXBORO RD LONGWOOD, FL 32750

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

PART II FINANCIAL AND TECHNICAL INFORMATION

- A) Exhibit II.A - A statement indicating how the transfer is in the public interest, including a summary of the buyer's experience in water and/or wastewater utility operations, a showing of the buyer's financial ability to provide service and a statement that the buyer will fulfill the commitments, obligations and representations of the seller with regard to utility matters.

- B) List the names and locations of other water and/or wastewater utilities owned by the buyer and PSC certificate numbers, if any.

ROSALE OAKS - POLK COUNTY

SUNTER WATER - SUNTER COUNTY

SEVEN RIVERS - CITRUS COUNTY

RIVERSWOOD - LAKE COUNTY

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

- (1) Purchase price and terms of payment. PARA. 7
- (2) A list of and the dollar amount of the assets purchased and liabilities assumed or not assumed, including those of nonregulated operations or entities. PARA 3, 7
- (3) A description of all consideration between the parties, for example, promised salaries, retainer fees, stock, stock options, assumption of obligations. PARA. 7

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

- (a) Customer deposits and interest thereon; PARA. 2(h), 4(a)
- (b) Any guaranteed revenue contracts; NONE
- (c) Developer agreements; 2(c), 2(d) SEE EXHIBIT II.C.3.C
- (d) Customer advances; 2(h)
- (e) Debt of the utility; and 4(c)
- (f) Leases. 9(f)

D) Exhibit II. D - A statement regarding the disposition of any outstanding regulatory assessment fees, fines or refunds owed.

E) Exhibit II. F - A statement describing the financing the purchase.

F) Exhibit II. F - A list of all entities upon which the applicant is relying to provide funding to the buyer, and an explanation of the manner and amount of such funding, which shall include their financial statements and copies of any financial agreements with the utility. This requirement shall not apply to any person or entity holding less than 10 percent ownership interest in the utility.

G) Exhibit II. G - The proposed net book value of the system as of the date of the proposed transfer. If rate base (or net book value) has been established previously by this Commission, state the Order No. and date issued. PSC 960357 FOF WU 2/13/96 Identify all adjustments made to update this rate base (or net book value) to the date of the proposed transfer.

H) Exhibit NONE REQUESTED - A statement setting forth the reasons for the inclusion of an acquisition adjustment, if one is requested. (An acquisition adjustment results when the purchase price of the utility differs from the original cost calculation.)

- I) The full name, address and telephone number of the person who has possession of the books and records of the seller:

JOSEPH D. FARISH, JR (561) 659-3500
Name Phone No.

P.O. Box 4118
Street address

WEST PALM BEACH FL 33402
City State Zip Code

- J) Exhibit II.J - If the books and records of the seller are not available for inspection by the Commission or are not adequate for purposes of establishing the net book value of the system, a statement by the buyer that a good faith, extensive effort has been made to obtain such books and records for inspection by the Commission and detailing the steps taken to obtain the books and records.

- K) Exhibit II.K - A statement from the buyer that is has obtained or will obtain copies of all of the federal income tax returns of the seller from the date the utility was first established, or rate base was last established by the Commission or, if the tax returns have not been obtained, a statement from the buyer detailing the steps taken to obtain the returns.

- L) Exhibit II.L - A statement from the buyer that after reasonable investigation, the system being acquired appears to be in satisfactory condition and in compliance with all applicable standards set by the Department of Environmental Protection (DEP)

If the system is in need of repair or improvement, has any outstanding Notice of Violation of any standard set by the DEP or any outstanding consent orders with the DEP, the buyer shall provide a list of the improvements and repairs needed and the approximate cost to make them, a list of the action taken by the utility with regard to the violation, a copy of the Notice of Violation(s), a copy of the consent order and a list of the improvements and repairs consented to and the approximate cost to make them.

PART III NOTICE OF ACTUAL APPLICATION

- A) Exhibit LATE FILING An affidavit that the notice of actual application was given in accordance with Section 367.045(1)(a), Florida Statutes, and Rule 25-30.030, Florida Administrative Code, by regular mail to the following:

- (1) the governing body of the municipality, county, or counties in which the system or the territory proposed to be served is located;
- (2) the privately owned water and wastewater utilities that hold a certificate granted by the Public Service Commission and that are located within the county in which the utility or the territory proposed to be served is located;
- (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 shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

B) Exhibit LATE FILE - An affidavit that the notice of actual application was given in accordance with Rule 25-30.030, Florida Administrative Code, by regular mail or personal delivery to each customer of the system being transferred. A copy of the Notice shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

C) Exhibit LATE FILE - Immediately upon completion of publication, an affidavit that the notice of actual application was published once in a newspaper of general circulation in the territory in accordance with Rule 25-30.030, Florida Administrative Code. A copy of the proof of publication shall accompany the affidavit. THIS MAY BE A LATE-FILED EXHIBIT.

PART IV FILING FEE

Indicate the filing fee enclosed with the application:

\$ 750.00 (for water) and N/A (for wastewater).

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

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

PART V OTHER

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

PART VI AFFIDAVIT

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

CRYSTAL RIVER UTILITIES, INC.

BY: [Signature]
Applicant's Signature

RICHARD BOWLES,
Applicant's Name (Typed)

VICE PRESIDENT
Applicant's Title *

State of Florida
County of Seminole

Subscribed and sworn to before me this 16th day
of December 1996. by Richard Bowles
FDL#B420336550240



Joan Hegeman
Notary Public

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

Exhibit II.A

This transfer is in the public interest because it puts this utility in the hands of a larger utility company that owns and operates eleven different systems in Florida. This was Seller's only PSC regulated system and was not his primary source of income. Buyer will fulfill the commitments, obligations and representations of the Seller with regard to utility matters.

AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT is made as of this 16th day of September, 1996, by and between Lake Osborne Utilities Company, Inc. (hereinafter called the Seller), whose address is P.O. Box 4118 West Palm Beach, FL, 33402 and Crystal River Utilities, Inc. (hereinafter called the Purchaser), whose address is P.O. Box 520247, Longwood, FL 32752.

BACKGROUND. The Seller owns and operates a consecutive water distribution system hereinafter sometimes referred to as the "Utility System". More specifically, the Utility System provides potable water service to approximately 464 residential customers in Palm Beach County, Florida. The Purchaser is desirous of purchasing the Utility System, and the Seller is willing to sell it to the Purchaser upon the terms and conditions set forth in this Agreement.

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

1. **RECITALS.** The foregoing recitals are true and correct and are incorporated herein.
2. **FURNISHING OF DOCUMENTS.** Except as otherwise provided hereunder, within fifteen (15) days after the execution of this Agreement by both parties, the Seller, if it has not already done so, will make available to the Purchaser, as hereafter provided for, the following:
 - a. Plans and specifications in hand showing the water well(s), water treatment plants, storage tanks of the Utility System as now constructed (as-built), a map showing the water distribution lines, and appurtenances as now constructed, and all other facilities constituting the Utility System.
 - b. LEFT BLANK INTENTIONALLY
 - c. Copies of all active agreements, hereinafter referred to as "Developers or Service Agreements".
 - d. A schedule and copies of all other agreements entered into between Seller and other parties in connection with Seller's operation of the Utility System, including, but not limited to, leasehold agreements, operator and vendor contracts, and construction contracts.
 - e. An inventory containing a list of all equipment, water reading devices, vehicles, tools, parts, laboratory equipment, unset or reserved meters, and all other personal property owned by Seller to be transferred to Purchaser as a part of this sale.
 - f. Schedule of all rates, fees and charges in effect at the time of this Agreement.
 - g. Copies of all permits required by any federal, state, county, municipal or unit of special purposed government for the ownership, operation, distribution, production and treatment of

potable water. This shall include but not be limited to consumptive use permits, and permits for work not started or not completed.

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

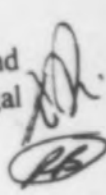
i. A copy of the Utility's billing records for the last twelve months, including individual meter readings.

j. A copy of all the FDEP sanitary surveys and compliance reports issued over the last three years. A copy of the daily logs for the last twelve months. A copy of all potable water quality test results as required by FDEP for the last twelve months. A copy of the utility's FDEP approved Cross Connection Plan. A copy of the Utility's FDEP approved Lead and Copper tests for 1994, 1995 and 1996. A copy of any FDEP consent orders issued against the utility that are still in effect.

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

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

m. An on-the-ground survey with legal description of the real estate to be conveyed to the Purchaser showing all appurtenances, encroachments, easements, rights-of-way, flood zones and improvements, certified to Crystal River Utilities, Inc. and Attorney's Title.

n. Copies of all private easements, licenses, prescriptive rights and right-of-way owned and used by Seller for the construction, operation and maintenance of the Utility System, Legal description with sketch of PSC approved service area currently in Seller's possession. *Call* 

3. **COVENANT TO SELL AND PURCHASE AND DESCRIPTION OF PURCHASED ASSETS.** The Purchaser hereby agrees to buy from the Seller, and the Seller hereby agrees to sell to the Purchaser, the Purchased Assets for the Purchase Price and upon the terms, and subject to the conditions and other provisions hereof. For convenience, the term "Purchased Assets" shall be used to designate the assets, business properties, and rights both tangible and intangible which Seller owns or in which it has an interest regarding the "Utility System", all of which are being purchased hereunder by the Purchaser and which include the following:

a. LEFT BLANK INTENTIONALLY.

- b. All easements, licenses, prescriptive rights, rights-of-way and rights to use public and private roads and other areas owned and/or used by Seller for the construction, operation and maintenance of the Utility System.
- c. All water treatment plants, water supply, distribution facilities of every kind and description including but not limited to pumps, plants, tanks, transmission lines, distribution lines, supply lines, valves, meter, meter boxes, service connections and all other inventory listed.
- d. To the extent transferable, all certificates, immunities, privileges, permits, license rights, consents, grants, ordinances, leaseholds, and all rights to construct, maintain and operate the Utility System.
- e. All supplier lists, customer records, prints, plans, engineering reports, surveys, specifications, shop drawings, equipment manuals, and other information reasonably required by the Purchaser which are in possession of Seller or its agents pertaining to the operation of the Utility System.
- f. All rights of Seller under any Service Agreements.

4. **EXCLUDED ASSETS.**

- a. Cash, bank accounts, deposits maintained by Seller with any governmental authority, utility deposits and prepaid expenses not to be prorated. Customer connection deposits are not excluded assets and will be transferred to Purchaser at Closing along with accrued interest earned.
- b. To the extent Seller has received payments of Gross Up on contribution of facilities or CIAC for whatever reason, Purchaser will assume no responsibility as a result of this transaction either for refunding those payments or paying the tax on those payments.
- c. All notes and accounts receivable of Seller, provided however Seller shall remain obligated to pay all accounts payable and other payables of Seller incurred or accrued prior to Closing.

5. **INSPECTIONS PERIOD.**

- a. Purchaser shall have thirty days from the date of this Agreement within which to conduct whatever examinations and inspections it deems necessary or desirable. If Purchaser is unsatisfied, in its sole discretion, Purchaser shall have the right to terminate the Agreement, provided, however, that such notice must be given to Seller on or before the last day of the Inspections Period.
- b. Upon reasonable notice, the Seller will permit full examination by the Purchaser of all existing contractual obligations, physical systems, assets, real property, rights-of-way, easements, and inventories utilized by the Seller in the operation of the Utility System.

6. **CONDITION OF PURCHASED ASSETS.**

The parties hereto agree that Purchaser is buying the assets in "as is" and "where is" condition. However, should the System require repairs or improvements to be in full compliance with FDEP rules and regulations, Purchaser shall have the option of either making the improvements at its expense and completing the transaction, or terminating the agreement and receiving its deposit. Such election must be made on or before the end of the Inspections Period.

7. **PURCHASE PRICE: PAYMENT**

a. The total Purchase Price for the Utility System shall be ONE HUNDRED AND TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$125,000). Purchaser shall pay SEVENTEEN THOUSAND AND NO/100 DOLLARS (\$17,000.00) in cash at Closing (the Downpayment). The balance of the Purchase Price will consist of a purchase money note in favor of Seller secured by a lien on the Purchased Assets. The note will earn interest at 8.25% per year with equal monthly principal and interest payments made in sufficient amount to amortize the loan completely within twenty-five years from the date of Closing. The note shall mature six years from Closing. There shall be no penalties for prepayment of the note at any time.

b. A portion of the down payment shall be used to replace Seller's deposit with Lake Worth Utilities Authority and or its successors, under that certain contract dated October 9, 1974 by and between Lake Worth Utilities Authority and Lake Osborne Utilities Company, Inc.. Said agreement shall be assigned to Purchaser at Closing.

c. Purchaser shall upon execution of the Agreement, deliver to Jesse Graham, Sr., 369 New York Avenue, Winter Park, Florida, 32789 as escrow agent, earnest money in the amount of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00). If this sale does not close for any reason other than a default on the part of the Purchaser, or if the Agreement is terminated as provided for herein, then Purchaser's deposit shall be refunded to Purchaser forthwith upon demand.

8. **PURCHASER'S WARRANTIES**

The Purchaser is a registered Florida corporation authorized to do business in the state of Florida and has all the requisite power and authority to enter into this Agreement, to own and lease real and personal property, and to carry out and perform the terms and provisions of this Agreement.

9. **SELLER'S WARRANTIES**

a. Seller is the true owner of the Utility System and has all the requisite power and authority to enter into this Agreement, has good and marketable title to the Purchased Assets, can sell and

lease the real and personal property described herein, can carry out and perform the terms and provisions of this Agreement.

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

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

d. Seller warrants and represents that there will be no material depletion or change of condition of the Purchased Assets of the Seller from and after the date of this Agreement and that the facilities will be properly maintained.

e. Seller will cooperate by providing Purchaser with reasonable access to records and facilities to assist in the Purchaser's inspections. The information provided to the Purchaser shall be true and correct to Seller's best knowledge and belief and Seller shall not omit any material fact that would make the information misleading.

f. Except for the Permitted Encumbrances set forth herein, there will be after Closing, no liens, claims or encumbrances against the Purchased Assets.

g. There exists no employment contracts, vendor agreements or other contractual obligations of the Utility System which cannot be canceled within thirty (30) days notice, and without payment for cancellation. Seller hereby indemnifies Purchaser against all claims for payment for services rendered prior to Closing.

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

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

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

k. The real property portion of the Purchased Assets is in compliance with, and to the best of Seller's knowledge, Seller has not violated in connection with the ownership, use, maintenance, or operation of the real property or the Purchased Assets, applicable environmental, federal, state, county, or local laws relating to pollution or protection of the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, or the Toxic Substance Control Act (Environmental Laws). Seller has not authorized the placing or depositing of hazardous substances on the real property portion of the Purchased Assets except, if at all, in accordance with the applicable Environmental Laws, and Seller has no actual knowledge of any hazardous substance having been, or currently being, placed or deposited on the premises except in accordance with such Laws.

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

10. **TITLE INSURANCE.**

a. LEFT BLANK INTENTIONALLY.

b. The personal property portion of the Purchased Assets will be conveyed by Bill of Sale and accompanied by the appropriate no-lien affidavits executed by the Seller.

11. **PERMITTED ENCUMBRANCES.** As used above, Permitted Encumbrances mean and include the following:

a. All present and future building restrictions, zoning regulations and all present and future laws, ordinances, resolutions, regulations and orders of any governmental authority having jurisdiction over the real property and the use thereof as represented herein, none of which however shall impair or restrict the use of the Property for the operation of the Utility System.

b. Easements, restrictions, reservations, right-of-way, conditions and limitations of record, if any, which are not coupled with any reverter or forfeiture provisions, including any drainage, canal, mineral, road, or other reservations of record in favor of the State of Florida or any of its agencies or governmental or quasi-governmental entities, or as may be set forth in any Murphy Deeds, none of which contain a right of exploration or right-of-way shall impair or restrict the use of the Property for the operation of the Utility System.

c. Such other matters as are permitted under the terms of this Agreement, including but not limited to the Developer Agreements.

12. **CONDITIONS PRECEDENT TO CLOSING.** The obligations of each party to close the transaction contemplated by this Agreement are subject to the conditions that, at or before the Closing Date:

- a. Neither Party shall be prohibited by decree or law from consummating the transaction.
- b. There shall not be pending or threatened on the Closing Date any legal action or proceeding which would prevent the acquisition of the Purchased Assets or its use, title or enjoyment.
- c. Both parties shall each have performed all the undertakings required under the terms hereof.
- d. All warranties and representations herein of both parties shall be true as of the Closing Date.

13. **CLOSING DATE AND CLOSING.**

- a. Provided the conditions to be performed prior to Closing have been performed, this transaction shall close fifteen days after the expiration of the Inspections Period, unless the Closing Date is extended by mutual agreement of the parties in advance. The Closing Date shall automatically be extended for up to thirty days if necessary to complete a condition precedent or as otherwise provided for in paragraph 6, 10 and 12 of this agreement.
- b. LEFT BLANK INTENTIONALLY
- c. All property (intangible and tangible) and PSC utility franchise taxes on the Purchased Assets shall be prorated as of the Closing Date.
- d. Prior to or simultaneously with the Closing, Seller shall read meters and invoice customers for services rendered prior to the time of Closing, which receivables shall be the sole property of Seller. Purchaser shall reasonably assist Seller in the collection of any receivables credited to Seller at Closing. Purchaser shall not be obligated to initiate litigation to collect any such receivables for Seller.
- e. LEFT BLANK INTENTIONALLY
- f. All transfers required or necessary hereunder shall take place on Closing Date, unless extended by mutual consent.

- g. Each of the respective parties shall pay its own attorney, accountant, engineer and other professional advisors in connection with this transaction.
- h. All bills for services rendered in connection with the operation of the Utility System prior to Closing shall be paid by Seller.
- i. Purchaser shall pay the cost of recording the bill of sale. Purchaser shall pay the cost of recording the mortgage and promissory note, including intangible tax. Purchaser shall pay for any surveys required by this contract.

14. **FLORIDA PUBLIC SERVICE COMMISSION MATTERS**

- a. After Closing, the Purchaser shall submit an application to the Florida Public Service Commission (FPSC) to issue a certificate of authorization (the Certificate). Seller shall file any reports required and attend local hearings, if necessary. All costs and expenses relative to certification by FPSC shall be borne by the Purchaser.
- b. In the event the FPSC issues a Certificate for the Utility, but alters the rates and charges currently in use by Seller, including but not limited to service charges, connection charges and the like, Purchaser may at their sole discretion terminate this Agreement. If the Agreement is terminated, the Parties shall unwind pursuant to Paragraph 15. Purchaser must make election to terminate within thirty (30) days of the FPSC order issuing the Certificate, or lose the right to terminate the Agreement.

15. **TERMINATION AND UNWINDING**

- a. **Termination**. This Agreement may be terminated before Closing pursuant to the provisions for termination herein.
- b. **Unwinding of Transaction**. In the event that this Agreement terminates after closing pursuant to Paragraph 14 herein, the Parties agree to unwind the transaction in the following manner:

(1) Within thirty days of Purchaser's notice to Seller to terminate and unwind the transaction (the Termination Date), the Parties shall meet to close all matters related to unwinding the transaction ("Unwinding Closing"). The intent shall be to reverse the transaction in a manner which closely approximates this Agreement, with the Seller now taking the position of Purchaser, and the Purchaser taking the position of Seller. This paragraph shall be construed in the manner to provide equitable reversal of the transaction, and avoiding unjust enrichment of either party hereto.

(2) At the Unwinding Closing, Seller shall return the Purchase Price (including terminating the purchase money note and mortgage) to the Purchaser, subject to any setoffs provided herein, and Purchaser shall cease operation and management of the Utility System.

(3) Purchaser warrants that, prior to the FPSC certification, Purchaser shall not encumber the Purchased Assets in any manner that would substantially affect the value of the Utility System, without the consent of Seller, which consent shall not be unreasonably withheld.

16. **SURVIVING PROVISIONS.** Paragraphs 6,7,8,9,14,15,16, and 17 shall survive Closing. All other provisions shall survive Closing to the extent that they are utilized to implement the unwinding provisions of Paragraph 15.

17. **MISCELLANEOUS.**

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

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

c. The Seller and Purchaser acknowledge that no broker has participated in this transaction and that the Parties will indemnify and hold each other harmless against future claims.

d. In the event of a default by the Purchaser under this Agreement, the Seller's sole and exclusive remedy shall be to retain the earnest money deposit as liquidated damages. In the event of a default by the Seller under this Agreement, the parties agree that Purchaser shall be entitled to enforce specific performance of the terms and conditions of this Agreement. Neither party shall be considered to be in default of this Agreement until the non-defaulting party gives written notice of the default to the defaulting party and affords that party ten working days to cure the default.

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

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

g. RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN

BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT.

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

i. In the event of litigation between the parties under this Agreement, the prevailing party shall be entitled to fees and court costs, including appellate court costs as provided by Florida law.

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

k. Mr. H. Richard Bowles and Mr. Robert Sterling, III and their spouses will provide personal guarantees for the outstanding principal amount of the loan during the life of the loan. Seller to provide personal guarantee instruments for review within fifteen days of the date of the agreement.

l. This offer will expire September 15, 1996 if not executed in multiple originals or extended in writing by both parties. Any notice or other document required to be given hereunder shall be in writing and shall be delivered personally, by courier, or sent by certified or registered mail, postage prepaid. If to Seller, such notice shall be addressed to:

Seller and Seller's address/telephone:

Mr. Joseph Farish, Jr.
Lake Osborne Utilities Company, Inc.
P.O. Box 4118
West Palm Beach, FL 33402
Telephone 407-659-3500
Fax 407-655-3158

Purchaser and Purchaser's address/telephone:

Richard Bowles, Vice President
Crystal River Utilities, Inc.
P.O. Box 520247
Longwood, FL
32752-0247
Telephone 407-260-2214
Facsimile 407-260-2123

Crystal River Utilities, Inc.
Lake Osborne Utilities Company, Inc.

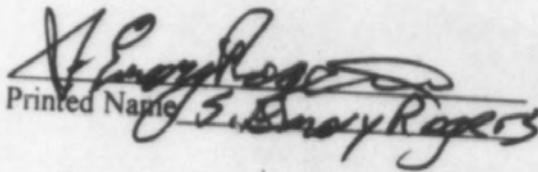
with a copy to Purchaser's counsel:

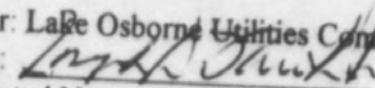
Jesse Graham, Jr.
Graham, Clark, Jones
369 New York Avenue
Winter Park, FL
32789
Telephone 407-647-4455
Facsimile 407-647-8541

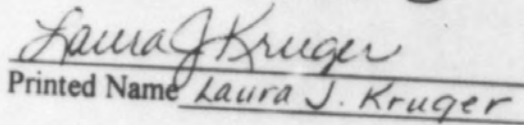
IN WITNESS WHEREOF, the Parties have hereunto caused this Agreement to be executed the day and year aforesaid:

WITNESSES AS TO SELLER:

SELLER:


Printed Name S. Emory Rogers

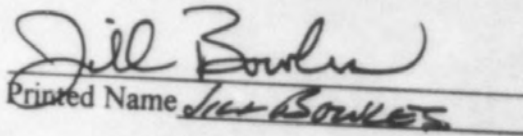
For: Lake Osborne Utilities Company, Inc.
By: 
Printed Name: Joseph Farish, Jr.
Title: President

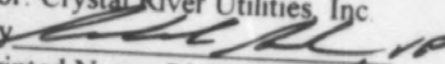

Printed Name Laura J. Kruger

Date: 9/13/96

WITNESSES AS TO PURCHASER:

PURCHASER:


Printed Name Jill Bowles

For: Crystal River Utilities, Inc.
By: 
Printed Name: Richard Bowles
Title: Vice President

Printed Name _____

Date: 9/14/96

LakeOsborneContract.lwp

EXHIBIT II. C. 3. C

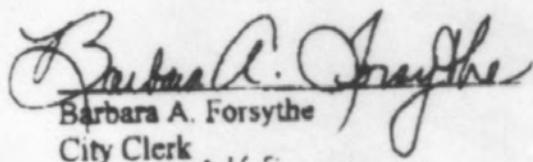
ASSIGNMENT OF CONTRACT


Under the terms of that certain contract, dated October 9, 1974, the City of Lake Worth, by and through its commission (formerly Lake Worth Utilities Authority), party of the first part, pursuant to Paragraph 13, does hereby consent that Lake Osborne Utilities Company, Inc., a Florida corporation, party of the second part, may assign all of its rights, title and interest under said contract to Crystal River Utilities, Inc., a Florida corporation, and said Crystal River Utilities, Inc. is to assume and abide by all terms and conditions of the aforesaid agreement.

Dated this 16th day of October, 1996.

CITY OF LAKE WORTH

Attest:


Barbara A. Forsythe
City Clerk

By: 
Rodney G. Romano
Mayor



CONTRACT

THIS CONTRACT, made and entered into this 9th day of Oct., 1974, by and between LAKE WORTH UTILITIES AUTHORITY, party of the first part, hereinafter referred to as "Utility," and LAKE OSBORNE UTILITIES COMPANY, INC., a Florida corporation, party of the second part, hereinafter referred to as "Private Utility."

WITNESSETH:

WHEREAS, the Private Utility owns and operates a private utilities corporation supplying water service to an unincorporated area in Palm Beach County, Florida, consisting of approximately 430 private residential customers under the authority of Public Service Commission Certificate No. 53, as shown on the attached map styled as "Exhibit A" which is attached hereto and by reference made a part hereof; and

WHEREAS, Private Utility desires the Utility to furnish and supply water directly to Lake Osborne Utilities Company, Inc. through a master meter in order that the Private Utility may resell this water to its customers and operate and maintain its own system.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises, conditions and considerations hereinafter set forth, it is mutually agreed by and between the parties hereto as follows:

1. DEFINITIONS:

The parties agree that the following definitions shall apply in interpreting this contract:

- (a) "Water Main" shall mean and refer to the water main owned, operated and maintained by Utility.
- (b) "Premises" shall mean and refer to the parcel or parcels of land served by the Private Utility shown on "Exhibit A."
- (c) "Off Site" shall mean the area up to the point of joining of the interconnect main as shown on "Exhibit B" which is attached hereto and by reference made a part hereof.

2. Private Utility hereby grants and gives to Utility, and Utility hereby accepts at no cost or expense to Utility, the exclusive right and privilege to provide bulk water service to the Private Utility, upon the terms and conditions set forth in this Contract.

3. The Private Utility shall at its cost and expense construct the interconnecting main and water from Utility's existing facilities to the Private Utility system. A sketch to said point of joinder of the interconnect main, meter and related facilities to be constructed and owned by the Private Utility with the existing facilities is shown on "Exhibit B" which is attached hereto and by reference made a part hereof.

The Private Utility agrees to pay a monthly charge for water used based on the Utility's General Water Service Rate Schedule No. 1 as same may from time to time be established and in effect. A copy of the current General Water Service Schedule No. 1 (Resolution No. U-9-72 of the Lake Worth Utilities Authority) is attached hereto and by reference made a part hereof, as "Exhibit C."

In addition, the Private Utility agrees to pay for all construction and water costs of the service connection to the Utility and further agrees that an aid in capital construction grant in the amount of \$45,000.00 shall be paid to the Utility by the Private Utility. In the event said payment is not received within 30 days this contract shall be null and void. Utility shall not be required to initiate construction or take any affirmative action under the terms of this contract until said payment of \$45,000.00 is received by Utility.

4. Private Utility shall be responsible for obtaining all permits and approvals from the Division of Health and Rehabilitative Services, the Palm Beach County Health Department and any other governmental agency, in order to assure that the interconnect main constructed outside the premises meets all applicable standards. The Utility's engineers, agents and employees shall have the right at any time to inspect said interconnect main during construction.

5. The Private Utility shall provide, at its cost and expense, all assessments required for the construction and maintenance of said interconnect main and related facilities as shown on "Exhibit B."

6. Private Utility shall not have the right or privilege to permit any person, firm or corporation, or any entity whatsoever, to make any connections to the interconnect main, or to the existing system within the premises from an area outside thereof.

7. The Private Utility shall pay to the Utility monthly water rates as hereinabove set forth in Paragraph 3. Utility shall issue bills commencing after service is initiated to Private Utility and monthly hereafter. Private Utility shall deposit with Utility six thousand dollars (\$6,000.00), the estimated cost of bulk service for a period of two (2) months under the present rate structure. Said deposit shall be paid to the Utility within 30 days of the execution of this contract. In the event this deposit is not received within 30 days this contract shall be null and void. In the event the existing rate structure is amended by the Utility, the amount of the deposit shall be subject to adjustment. Said sum to be retained by the Utility as a guaranty of payment of all sums required to be paid by the Private Utility under the terms of this contract.

If Private Utility shall fail to make any payment for service within thirty (30) days after date a bill is issued, Utility may suspend service, but such suspension of service shall not interfere with or preclude the enforcement by Utility of any other legal right or remedy in event of such default.

8. Utility shall not be responsible in damages for any failure to supply water or for interruption of the supply of such service. Private Utility agrees to save and keep harmless Utility from all damage of every kind, nature and description which may arise as a result of the Utility providing bulk water service to the Private Utility pursuant to the terms and provisions of this contract.

9. Private Utility acknowledges and agrees that the water furnished hereunder, shall be subject to all applicable present and future regulations of the Utility or the City of Lake Worth concerning water service.

10. The parties agree that their obligations to perform this contract are contingent upon the following:

- (a) Obtaining all permits, licenses and governmental approvals for construction of the interconnecting main and water by Private Utility.
- (b) Payment of all sums required to be paid by Private Utility to Utility.

11. This contract embodies the entire agreement of the parties hereto. There are no promises, terms, conditions or obligations referring to the subject matter other than contained herein, and this contract can be modified

only by an instrument in writing, signed by the parties hereto and witnessed in proper form.

12. It is agreed that the Private Utility will at its expense acquire, install and construct metering facilities of a type and quality approved by the Utility at locations shown on "Exhibit B," for the purposes of providing dependable measurements of water flow provided to Private Utility by Utility. Said metering facilities shall be operated, supervised, managed and maintained by the Utility at the cost of Private Utility.

In the event of a meter failure which prevents continuous flow data for any month for billing purposes, that month will be billed on the basis of the average of the three preceding monthly flows.

13. This contract shall be binding upon the parties hereto and their successors and assigns. Private Utility may assign this contract with the written consent and approval of Utility, which consent will not be unreasonably withheld. Any assignee must assume all obligations of Private Utility.

14. The parties agree that this document will be executed in such form that it may be recorded. This agreement and the terms and conditions thereof shall run with the Land and be a covenant binding on any purchasers, successors, or assigns and successors in title of Private Utility unless terminated as provided in Paragraphs 15 and 16.

15. This contract may be terminated by Utility if service to the premises has not commenced within six months from date of this Contract.

16. This contract may be terminated by Private Utility at any time provided that Private Utility shall reimburse Utility for all sums expended and work done by Utility as of the date of such termination; provided that in no event shall Utility be required to refund any part of the aid in construction grant required to be paid to the Utility pursuant to Paragraph 3 hereof.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed in duplicate, with each counterpart deemed to be an original, in their names, the day and year first above written.

Signed, sealed and delivered
in the presence of:

Margaret Liley
Witness

Don R. Woody
Witness
As to Lake Worth Utilities Authority

LAKE WORTH UTILITIES AUTHORITY

By Robert D. Small
Chairman

By D. W. Little
Secretary

Signed, sealed and delivered
in the presence of:

Loraine McDonald
Witness

Virginia B. Brown
Witness

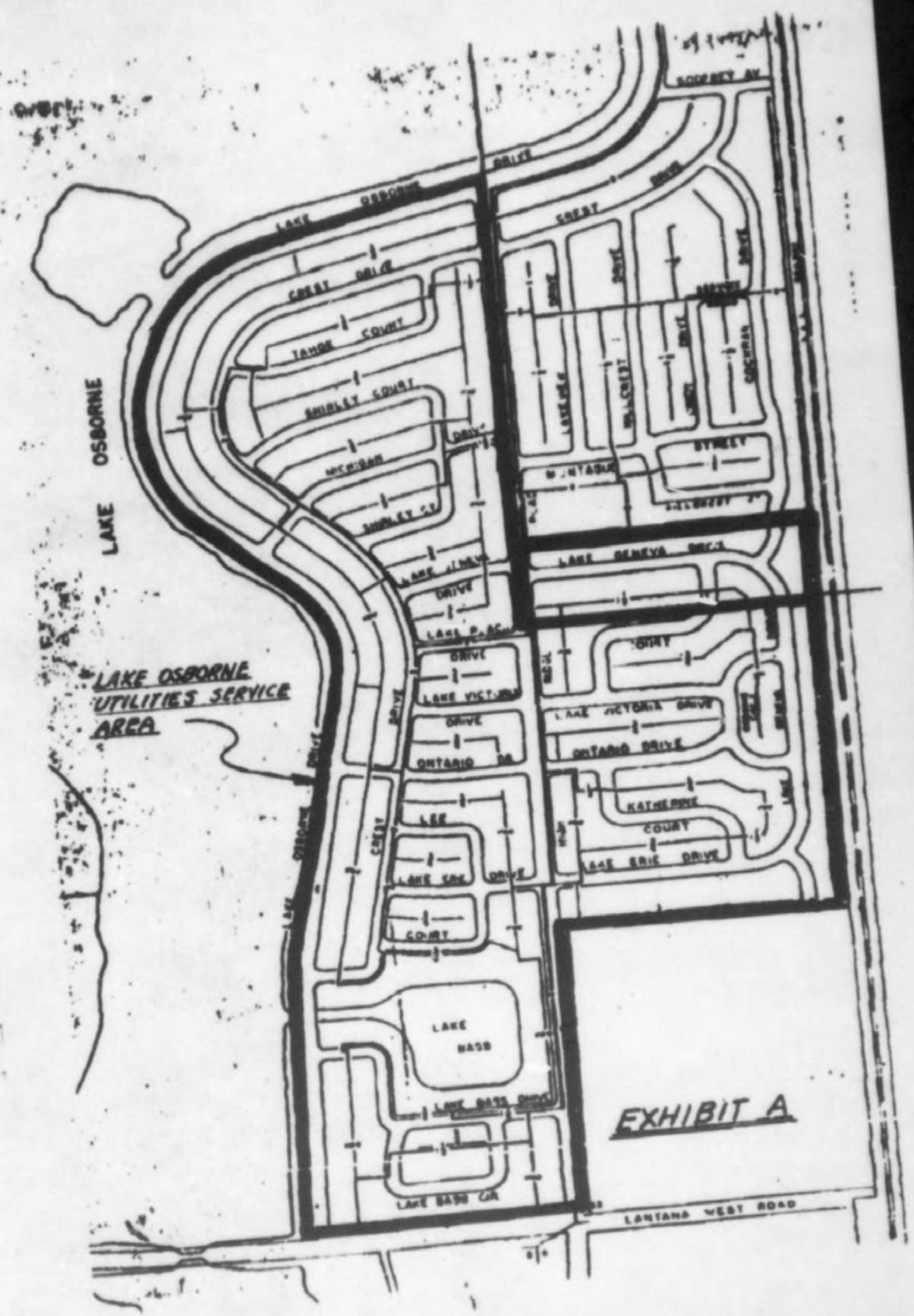
As to Lake Osborne Utilities Company, Inc.

LAKE OSBORNE UTILITIES COMPANY, INC.

By John S. Smith
President

Subchapter-S corporation, sole offi
director and stockholder.

by _____



**LAKE OSBORNE
UTILITIES SERVICE
AREA**

EXHIBIT A

Exhibit II.D

Regulatory assessments for the year 1996 were estimated through date of closing and credited to Purchaser. Purchaser has assumed responsibility for payment of 1996 regulatory assessment fees and the filing of an annual report. There are no outstanding fines or refunds due to our knowledge.

Exhibit II.F

The purchase price for the utility is comprised of a cash down payment of \$17,000 from Crystal River Utilities, Inc. and seller financing for the balance of \$108,000 at 8.25% over twenty-five years. The promissory note securing seller financing matures November 4, 2002. A copy of the promissory note is attached as Exhibit II.F.1.

EXHIBIT II.F.1

\$108,000.00

Winter Park, Florida
November 4, 1996

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned promises to pay to LAKE OSBORNE UTILITIES COMPANY, INC., in the manner hereinafter specified, the principal sum of ONE HUNDRED EIGHT THOUSAND DOLLARS AND NO/100 (\$108,000.00) with interest from date at the rate of EIGHT AND ONE-QUARTER PERCENT (8.25%) per annum on the balance from time to time remaining unpaid. The said principal and interest shall be payable in lawful money of the United States of America at P.O. Box 4118, West Palm Beach, Florida, or at such other place as may hereafter be designated by written notice from the holder to the maker hereof, on the date in the manner following:

Commencing on November 4, 1996, and continuing monthly thereafter, payment hereunder shall be due in arrears in fifty-nine (59) equal monthly installments of \$851.53 each, with the first monthly installment due and payable on December 4, 1996 and continuing thereafter in monthly installments until maturity. This is a balloon Note with a maturity date of November 4, 2002, at which time all unpaid principal shall be due and payable in full together with all accrued interest thereon. All payments shall be first applied to interest accrued and then to principal.

Payment under this note is subject to that certain Agreement of Purchase and Sale, between the parties hereto, dated the 16th day of September, 1996, the terms of which are incorporated herein by reference, and payment hereunder is specifically subject to the terms of Paragraph 7.a. of said Agreement.

This note may be prepaid at any time, without penalty.

This note with interest shall be construed and enforced according to the laws of the State of Florida.

If default is made in the payment of any of the sums or interest mentioned herein or in the performance of any of the agreements contained herein, then the entire principal sum and accrued interest shall at the option of the holder hereof become at once due and collectible without notice, time being of the essence;

and said principal sum and accrued interest shall both bear interest from such time until paid at the rate of 15% per annum. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. Notwithstanding the foregoing, no default shall be deemed to have occurred hereunder unless maker shall fail to make a payment to holder within five (5) days following the date such payment is otherwise due. Any payment which is not paid when due hereunder may be subject to a 5% penalty on such amount. For purposes of determining whether a payment made hereunder was paid when due, the date of the postmark on the envelope used to mail such payment shall be deemed the date of payment and the burden of proving that any postmark is late shall be on the holder hereof.

Each person liable hereon whether maker or endorser, hereby waives presentment, protest, notice, notice of protest and notice of dishonor and agrees to pay all costs, including a reasonable attorney's fee, whether suit be brought or not, if, after maturity of this note or default hereunder, counsel shall be employed to collect this note.

Whenever used herein the terms "holder, "maker" and "payee" shall be construed in the singular or plural as the context may require or admit.

CRYSTAL RIVER UTILITIES, INC., a
Florida corporation

By: H. Richard Bowles
H. Richard Bowles
As its: Vice President

EXHIBIT II. G

PUBLIC SERVICE COMMISSION RATE BASE CALCULATION

Begin:	Average Balance of Plant in Service during test year	158,582	SOURCE
Less:	Accumulated Depreciation since inception	121,457	'95 ANNUAL REPORT
Less:	Plant Held for Future Use	0	" UPDATED)
Less:	Contributions in Aid of Construction (CIAC)	19,904	'96 RATE CASE
Plus:	Amortized CIAC	4,922	'95 ANNUAL REPORT
Plus:	Working Capital Allowance	4,586	" UPDATED)
Total:	Rate Base Estimate	\$ 41,029	'96 RATE CASE

Plant In Service - equals 100% of collection/distribution system and treatment plants. In the absence of original cost invoices, a cost study is performed to determine the cost to reproduce current plant at test year prices. Capital expenditures necessary for DEP compliance or plant expansions planned during test year is included in an end-of-year balance. Beginning year balance and end-of-year balance is then averaged to determine Average Plant in Service.

Accumulated Depreciation - based upon test year cost study or original cost (if available) of all lines and plant. If based on cost study, then PSC prescribed service life applied on individual components. If based on original costs, then "booked depreciation" tested for accuracy. Depreciation rates are set by Commission and can not be altered by utility without prior approval.

Plant Held for Future Use - determined by applying Used and Useful ratios to average Plant In Service on the four major components of the utility: water lines, wastewater lines, wastewater plant and water plant. Same calculation is done on Accumulated Depreciation, CIAC and Amortized CIAC.

Contributions in Aid of Construction (CIAC) - is the sum of all cash and non-cash contributions to the utility since its inception which is neither a reimbursable utility expense, dedication of infrastructure or other contractual inducement to obtain service. In the absence of documentation, the PSC will assume all distribution and collection systems were contributed at no cost to the utility.

Amortized CIAC - accounting procedure whereby the utility takes into income the CIAC it receives. Without PSC authorization to the contrary, CIAC is amortized at 2.5% per year. This is not applicable to the IRS.

Working Capital Allowance - for Class C systems with combined revenues under \$300,000 or \$150,000 for separate water or wastewater systems, a simple 12.5% of approved test year operating and maintenance expenses (excluding depreciation).

Used and Useful Ratios - the percentage of "available" (not designed) distribution, collection and treatment facilities which are needed to meet maximum test year flow requirements. Should include additional flow requirements projected over succeeding eighteen months as **Margin Reserve**.

Exhibit II.J

Crystal River Utilities, Inc. has reviewed all information made available by Seller. Net book value was derived from the 1995 Annual Report filed with the PSC less adjustments known.

EXHIBIT II.K

LAW OFFICES
FARISH, FARISH & ROMANI
316 BANYAN BOULEVARD
P.O. BOX 4118
WEST PALM BEACH, FLORIDA 33402

JOS. D. FARISH (1892 - 1977)
JOS. D. FARISH, JR.
ROBERT V. ROMANI*
S. EMORY ROGERS
PETER M. BASSALINE
KEITH R. TAYLOR

KEN P. BEELNER
LEGAL ASSISTANT

TELEPHONE (407) 659-3500
FAX (407) 655-3158
(800) 401-4LAW

* BOARD CERTIFIED CIVIL TRIAL LAWYER

December 10, 1996

Mr. H. Richard Bowles
CRYSTAL RIVER UTILITIES, INC.
P. O. Box 520247
Longwood, Fl 32752-0247

Re: PSC Transfer Application for Lake Osborne Utilities, Inc.

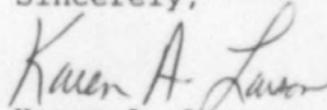
Dear Mr. Bowles:

Enclosed find Income Tax Returns for '89, '90, '91, '92, '93, '94 and '95 that you requested. Since we are required by law to keep only the last 7 years of Income Tax Returns, we do not have copies "since its inception".

The "**original certificate**" issued by the PSC to Lake Osborne Utilities appears to be missing. However, a copy of same is also enclosed.

Wishing you and yours a Happy Holiday Season!

Sincerely,


Karen A. Larson
Bookkeeper

Enclosures

cc: Joseph D. Farish, Jr.



FLORIDA PUBLIC SERVICE COMMISSION

CERTIFICATE NUMBER

53-W

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

LAKE OSBORNE UTILITIES COMPANY

Whose principal address is

C/O Utility Management Company

645 Military Trail

West Palm Beach, Florida 33406 (Palm Beach County)

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

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

ORDER 5298 DATED Jan. 12, 1972 DOCKET C-71484-W

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

ORDER _____ DATED _____ DOCKET _____

BY ORDER OF THE
FLORIDA PUBLIC SERVICE COMMISSION

(SEAL)

William B. A. Willey
Administrative Secretary
James J. Scarborough
Chairman

Form **1120S**

U.S. Income Tax Return for an S Corporation

OMB No. 1545-0130

Do not file this form unless the corporation has timely filed

Form 2553 to elect to be an S corporation.

See separate instructions.

1995

Department of the Treasury
Internal Revenue Service

For calendar year 1995, or tax year beginning _____, and ending _____

A Date of election as an S corporation 1/01/74	Use IRS label. Otherwise, please print or type.	Name Number, street, and room or suite no. (if a P.O. box, see page 9 of the instr.) LAKE OSBORNE UTILITIES COMPANY, INC.	C Employer identification no. 59-1445994
B Business code no. (see specific instructions) 4990		POST OFFICE BOX 4118 City or town, state, and ZIP code WEST PALM BEACH FL 33402	D Date incorporated 6/01/72
			E Total assets (see Specific Instr.) \$ 68,173

F Check applicable boxes: (1) Initial return (2) Final return (3) Change in address (4) Amended return

G Check this box if this S corporation is subject to the consolidated audit procedures of sections 8241 through 8245 (see instructions before checking this box)

H Enter number of shareholders in the corporation at end of the tax year 1

Caution: Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.

Income	1a Gross receipts/sales	96,288	b Less returns & allowances		c Bal	1c	96,288
	2 Cost of goods sold (Schedule A, line 8)					2	56,446
	3 Gross profit. Subtract line 2 from line 1c					3	39,842
	4 Net gain (loss) from Form 4797, Part II, line 20 (attach Form 4797)					4	
	5 Other income (loss) (attach schedule)					5	
	6 Total income (loss). Combine lines 3 through 5					6	39,842
Deductions	7 Compensation of officers					7	
	8 Salaries and wages (less employment credits)					8	
	9 Repairs and maintenance					9	1,000
	10 Bad debts					10	
	11 Rents					11	
	12 Taxes and licenses					12	4,437
	13 Interest					13	
	14a Depreciation (if required, attach Form 4562)		3,950	14a			
	b Depreciation claimed on Schedule A and elsewhere on return		498	14b			
	c Subtract line 14b from line 14a					14c	3,452
	15 Depletion (Do not deduct oil and gas depletion.)					15	
16 Advertising					16		
17 Pension, profit-sharing, etc., plans					17		
18 Employee benefit programs					18		
19 Other deductions (attach schedule)				See Sch	19	62,954	
20 Total deductions. Add the amounts shown in the far right column for lines 7 through 19					20	71,843	
21 Ordinary income (loss) from trade or business activities. Subtract line 20 from line 6					21	-32,001	
Tax and Payments	22 Tax: a Excess net passive income tax (attach sch.)			22a			
	b Tax from Schedule D (Form 1120S)			22b			
	c Add in. 22a & 22b (see pg. 13 of the instr. for addnl. taxes)					22c	
	23 Payments: a 1995 est. tax pymt. & amount applied from 1994 return			23a			
	b Tax deposited with Form 7004			23b			
	c Credit for Federal tax paid on fuels (attach Form 4136)			23c			
	d Add lines 23a through 23c					23d	
	24 Estimated tax penalty. Check if Form 2220 is attached <input type="checkbox"/>					24	
	25 Tax due. If the total of lines 22c and 24 is larger than line 23d, enter amount owed. See page 3 of the instructions for depositary method of payment					25	
	26 Overpayment. If line 23d is larger than the total of lines 22c and 24, enter amount overpaid					26	
27 Enter amount of line 26 you want: Credited to 1996 estimated tax <input checked="" type="checkbox"/> Refunded <input type="checkbox"/>					27		

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

Signature of officer: Joseph D. Farish, Jr. Date: 10/2/96 Title: PRESIDENT

Paid Preparer's Use Only

Preparer's signature: Barry K. Asmus Date: 7/31/96 Check if self-employed Preparer's social security number: 047-38-2484

Firm's name (or yours if self-employed) and address: BARRY K. ASMUS, CPA, PA
515 NE 101 STREET
MIAMI SHORES, FLORIDA EIN: 59-2372412 ZIP code: 33138

Form 1120S (1995) **LAKE OSBORNE UTILITIES COMPANY, INC. 59-1445994**

Schedule A Cost of Goods Sold (see page 14 of the instructions)

1	Inventory at beginning of year	
2	Purchases	56,446
3	Cost of labor	
4	Additional section 263A costs (attach schedule)	
5	Other costs (attach schedule)	
6	Total. Add lines 1 through 5	56,446
7	Inventory at end of year	
8	Cost of goods sold. Subtract line 7 from line 6. Enter here and on page 1, line 2	56,446

9a Check all methods used for valuing closing inventory:

(i) Cost as described in Regulations section 1.471-3

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

(iii) Other (specify method used and attach explanation) ▶

b Check if there was a writedown of "subnormal" goods as described in Regulations section 1.471-2(c) ▶

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

d If the LIFO inventory method was used for this tax year, enter percentage (or amounts) of closing inventory computed under LIFO 9d Yes No

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

f Was there any change in determining quantities, cost, or valuations between opening and closing inventory? If "Yes," attach explanation. Yes No

Schedule B Other Information

	Yes	No
1 Check method of accounting: (a) <input type="checkbox"/> Cash (b) <input checked="" type="checkbox"/> Accrual (c) <input type="checkbox"/> Other (specify) ▶		
2 Refer to the list on page 24 of the instructions and state the corporation's principal: (a) Business activity ▶ <u>SERVICE</u> (b) Product or service ▶ <u>WATER UTILITY</u>		
3 Did the corporation at the end of the tax year own, directly or indirectly, 50% or more of the voting stock of a domestic corporation? (For rules of attribution, see section 267(c).) If "Yes," attach a schedule showing: (a) name, address, and employer identification number and (b) percentage owned		X
4 Was the corporation a member of a controlled group subject to the provisions of section 1561?		X
5 At any time during calendar year 1995, did the corporation have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? (See page 14 of the instructions for exceptions and filing requirements for Form TD F 90-22.1.) If "Yes," enter the name of the foreign country ▶		X
6 Was the corporation the grantor of, or transferor to, a foreign trust that existed during the current tax year, whether or not the corporation had any beneficial interest in it? If "Yes," the corporation may have to file Forms 3520, 3520-A, or 926		X
7 Check this box if the corporation has filed or is required to file Form 8264, Application for Registration of a Tax Shelter ▶ <input type="checkbox"/>		
8 Check this box if the corporation issued publicly offered debt instruments with original issue discount. If so, the corporation may have to file Form 8281, Information Return for Publicly Offered Original Issue Discount Instruments.		
9 If the corporation: (a) filed its election to be an S corporation after 1986, (b) was a C corporation before it elected to be an S corporation or the corporation acquired an asset with a basis determined by reference to its basis (or the basis of any other property) in the hands of a C corporation, and (c) has net unrealized built-in gain (defined in section 1374(d)(1)) in excess of the net recognized built-in gain from prior years, enter the net unrealized built-in gain reduced by net recognized built-in gain from prior years (see page 14 of the instructions) ▶ \$		
10 Check this box if the corporation had subchapter C earnings and profits at the close of the tax year (see page 15 of the instructions) ▶ <input type="checkbox"/>		

Designation of Tax Matters Person (see page 15 of the instructions)

Enter below the shareholder designated as the tax matters person (TMP) for the tax year of this return:

Name of designated TMP ▶ JOSEPH D. FARISH, JR.

Identifying number of TMP ▶

256-28-1534

Address of designated TMP ▶ 316 BANYAN BLVD.
WEST PALM BEACH, FL. 33401

Form 1120S (1995) **LAKE OSBORNE UTILITIES COMPANY, INC. 59-1445994**
Schedule K Shareholders' Shares of Income, Credits, Deductions, etc.

		(a) Pro rata share items		(b) Total amount		
Income (Loss)	1	Ordinary income (loss) from trade or business activities (page 1, line 21)		1	-32,001	
	2	Net income (loss) from rental real estate activities (attach Form 8825)		2		
	3a	Gross income from other rental activities		3a		
		b Expenses from other rental activities (attach schedule)				3b
	c Net income (loss) from other rental activities. Subtract line 3b from line 3a		3c			
	4	Portfolio income (loss):		3c		
		a Interest income		4a		
		b Dividend income		4b		
		c Royalty income		4c		
		d Net short-term capital gain (loss) (attach Schedule D (Form 1120S))		4d		
e Net long-term capital gain (loss) (attach Schedule D (Form 1120S))		4e				
f Other portfolio income (loss) (attach schedule)		4f				
5		Net gain (loss) under section 1231 (other than due to casualty or theft) (attach Form 4797)		5		
6		Other income (loss) (attach schedule)		6		
Deductions	7		Charitable contributions (attach schedule)		7	
	8		Section 179 expense deduction (attach Form 4562)		8	
	9		Deductions related to portfolio income (loss) (itemize)		9	
	10		Other deductions (attach schedule)		10	
Investment Interest	11a		Interest expense on investment debts		11a	
	b (1)		Investment income included on lines 4a, 4b, 4c, and 4f above		11b(1)	
	(2)		Investment expenses included on line 9 above		11b(2)	
Credits	12a		Credit for alcohol used as a fuel (attach Form 6478)		12a	
	b		Low-income housing credit:			
	(1)		From partnerships to which section 42(j)(5) applies for property placed in service before 1990		12b(1)	
	(2)		Other than on line 12b(1) for property placed in service before 1990		12b(2)	
	(3)		From partnerships to which section 42(j)(5) applies for property placed in service after 1989		12b(3)	
	(4)		Other than on line 12b(3) for property placed in service after 1989		12b(4)	
	c		Qualified rehabilitation expenditures related to rental real estate activities (attach Form 3468)		12c	
	d		Credits (other than credits shown on ln. 12b & 12c) related to rental real estate activities		12d	
e		Credits related to other rental activities		12e		
13		Other credits		13		
Adjustments and Tax Preference Items	14a		Depreciation adjustment on property placed in service after 1986		14a	
	b		Adjusted gain or loss		14b	
	c		Depletion (other than oil and gas)		14c	
	d (1)		Gross income from oil, gas, or geothermal properties		14d(1)	
	(2)		Deductions allocable to oil, gas, or geothermal properties		14d(2)	
e		Other adjustments and tax preference items (attach schedule)		14e		
Foreign Taxes	15a		Type of income ▶			
	b		Name of foreign country or U.S. possession ▶			
	c		Total gross income from sources outside the United States (attach schedule)		15c	
	d		Total applicable deductions and losses (attach schedule)		15d	
	e		Total foreign taxes (check one): <input type="checkbox"/> Paid <input type="checkbox"/> Accrued		15e	
	f		Reduction in taxes available for credit (attach schedule)		15f	
	g		Other foreign tax information (attach schedule)		15g	
Other	16		Section 59(e)(2) expenditures: a Type ▶			
	b		Amount		16b	
	17		Tax-exempt interest income		17	
	18		Other tax-exempt income		18	
	19		Nondeductible expenses		19	
	20		Total property distributions (including cash) other than dividends reported on line 22 below		20	
	21		Other items and amounts required to be reported separately to shareholders (attach schedule)			
22		Total dividend distributions paid from accumulated earnings and profits		22		
23		Income (loss). (Required only if Schedule M-1 must be completed.) Combine lines 1 through 6 in column (b). From the result, subtract the sum of lines 7 through 11a, 15e, and 16b		23	-32,001	

Form 1120S (1995) **LAKE OSBORNE UTILITIES COMPANY, INC. 59-1445994**

Schedule L Balance Sheets

	Beginning of tax year		End of tax year	
	(a)	(b)	(c)	(d)
Assets				
1 Cash		7,070		
2a Trade notes and accounts receivable	9,102			604
b Less allowance for bad debts			16,100	
3 Inventories		9,102		
4 U.S. Government obligations				16,100
5 Tax-exempt securities				
6 Other current assets				
7 Loans to shareholders				
8 Mortgage and real estate loans				
9 Other investments				
10a Buildings and other depreciable assets				
b Less accumulated depreciation	157,444			
11a Depletable assets	113,557	43,887	158,582	
b Less accumulated depletion			117,508	41,074
12 Land (net of any amortization)				
13a Intangible assets (amortizable only)	72,942			
b Less accumulated amortization	72,942		72,942	
14 Other assets (attach sch.) See Sch		0		
15 Total assets		5,895	72,942	0
Liabilities and Shareholders' Equity		65,954		10,395
16 Accounts payable				68,173
17 Mortgages, notes, bonds payable in less than 1 year		11,342		
18 Other current liabilities See Sch				16,048
19 Loans from shareholders		22,611		
20 Mortgages, notes, bonds payable in 1 year or more				34,095
21 Other liabilities (att. sch.)		71,689		
22 Capital stock				71,789
23 Paid-in or capital surplus		1,000		
24 Retained earnings				1,000
25 Less cost of treasury stock		-40,688		
26 Total liabilities and shareholders' equity		65,954		-54,759
				68,173

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return (You are not required to complete this schedule if the total assets on line 15, column (d), of Schedule L are less than \$25,000.)

1 Net income (loss) per books	-14,071	5 Income recorded on books this year not included on Schedule K, lines 1 through 6 (itemize):	
2 Income included on Schedule K, lines 1 through 6, not recorded on books this year (itemize):		a Tax-exempt interest \$	
3 Expenses recorded on books this year not included on Schedule K, lines 1 through 11a, 15e, and 16b (itemize):		6 Deductions included on Schedule K, lines 1 through 11a, 15e, and 16b, not charged against book income this year (itemize):	
a Depreciation \$		a Depreciation \$	
b Travel and entertainment \$		7 Add lines 5 and 6	29,455
See Sch 11,525	11,525	8 Income (loss) (Sch. K, line 23). Line 4 less line 7	-32,001
4 Add lines 1 through 3	-2,546		

Schedule M-2 Analysis of Accumulated Adjustments Account, Other Adjustments Account, and Shareholders' Undistributed Taxable Income Previously Taxed (see page 22 of the instructions)

	(a) Accumulated adjustments account	(b) Other adjustments account	(c) Shareholders' undistributed taxable income previously taxed
1 Balance at beginning of tax year			
2 Ordinary income from page 1, line 21	-22,336		
3 Other additions See Sch	29,455		-18,352
4 Loss from page 1, line 21	32,001		
5 Other reductions See Sch	11,525		
6 Combine lines 1 through 5	-36,407		
7 Distributions other than divd. distributions			-18,352
8 Balance at end of tax year. Subtract ln. 7 from ln. 6	-36,407		-18,352

EXTENSION ATTACHED

TAXPAYER COPY

Form **1120S**

U.S. Income Tax Return for an S Corporation

OMB No. 1545-0130

Do not file this form unless the corporation has timely filed

Form 2553 to elect to be an S corporation.

1994

See separate instructions.

Department of the Treasury
Internal Revenue Service

For calendar year 1994, or tax year beginning _____, and ending _____

A Date of election as an S corporation <u>1/01/74</u>	Use IRS label. Otherwise, please print or type.	Name LAKE OSBORNE UTILITIES COMPANY, INC.	City or town, state, and ZIP code WEST PALM BEACH FL 33402	C Employer identification no. 59-1445994
B Business code no. (see Specific Instructions) 4990		Number and street POST OFFICE BOX 4118		D Date incorporated 6/01/72
				E Total assets (see Specific Instr.) \$ 65,954

F Check applicable boxes: (1) Initial return (2) Final return (3) Change in address (4) Amended return

G Check this box if this S corporation is subject to the consolidated audit procedures of sections 6241 through 6245 (see instructions before checking this box)

H Enter number of shareholders in the corporation at end of the tax year **1**

Caution: Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.

Income	1a Gross receipts/sales <u>92,244</u>	b Less returns & allowances _____	c Bal ▶	1c	<u>92,244</u>
	2 Cost of goods sold (Schedule A, line 8) _____			2	<u>55,743</u>
	3 Gross profit. Subtract line 2 from line 1c _____			3	<u>36,501</u>
	4 Net gain (loss) from Form 4797, Part II, line 20 (attach Form 4797) _____			4	
	5 Other income (loss) (see instructions) (attach schedule) _____			5	
	6 Total income (loss). Combine lines 3 through 5 ▶			6	<u>36,501</u>
Deductions	7 Compensation of officers _____			7	
	8 Salaries and wages (less employment credits) _____			8	
	9 Repairs and maintenance _____			9	<u>1,398</u>
	10 Bad debts _____			10	<u>43</u>
	11 Rents _____			11	
	12 Taxes and licenses _____			12	<u>6,070</u>
	13 Interest _____			13	<u>6,545</u>
	14a Depreciation (see instructions) _____	14a	<u>3,933</u>		
	b Depreciation claimed on Schedule A and elsewhere on return _____	14b	<u>498</u>		
	c Subtract line 14b from line 14a _____	14c		<u>3,435</u>	
	15 Depletion (Do not deduct oil and gas depletion.) _____			15	
16 Advertising _____			16		
17 Pension, profit-sharing, etc., plans _____			17		
18 Employee benefit programs _____			18		
19 Other deductions (see instructions) (attach schedule) _____		<u>See Sch</u>	19	<u>39,099</u>	
20 Total deductions. Add the amounts shown in the far right column for lines 7 through 19 ▶			20	<u>56,590</u>	
21 Ordinary income (loss) from trade or business activities. Subtract line 20 from line 6			21	<u>-20,089</u>	
Tax and Payments	22 Tax: a Excess net passive inc. tax _____	22a			
	b Tax from Schedule D (Form 1120S) _____	22b			
	c Add lines 22a and 22b (see instr. for additional taxes)	22c			
	23 Payments: a 1994 est. tax pymts. & amounts applied from 1993 return _____	23a			
	b Tax deposited with Form 7004 _____	23b			
	c Credit for Federal tax paid on fuels (attach Form 4136) _____	23c			
	d Add lines 23a through 23c _____	23d			
	24 Estimated tax penalty (see instructions). Check if Form 2220 is attached <input type="checkbox"/>	24			
	25 Tax due. If the total of lines 22c and 24 is larger than line 23d, enter amount owed. See instructions for depositary method of payment ▶	25			
	26 Overpayment. If line 23d is larger than the total of lines 22c and 24, enter amount overpaid ▶	26			
27 Enter amount of line 26 you want: Credited to 1995 estimated tax ▶ Refunded ▶	27				

Please Sign Here

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

TAXPAYER COPY

Signature of officer JOSEPH D. FARISH, JR. Date 7/14/95 Title PRESIDENT

Paid Preparer's Use Only

Preparer's signature Barry K. Asmus Date 5/16/95 Check if self-employed Preparer's social security number 047-38-2484

Firm's name (or yours if self-employed) and address BARRY K. ASMUS, CPA PA
515 N.E. 101 STREET
MIAMI SHORES, FLORIDA

E.I. No. 59-2372412
ZIP code 33138

Schedule A Cost of Goods Sold (See instructions.)

1	Inventory at beginning of year	1	0
2	Purchases	2	55,743
3	Cost of labor	3	
4	Additional section 263A costs (see instructions) (attach schedule)	4	
5	Other costs (attach schedule)	5	
6	Total. Add lines 1 through 5	6	55,743
7	Inventory at end of year	7	0
8	Cost of goods sold. Subtract line 7 from line 6. Enter here and on page 1, line 2	8	55,743

9a Check all methods used for valuing closing inventory:

(I) Cost

(II) Lower of cost or market as described in Regulations section 1.471-4

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

(IV) Other (specify method used and attach explanation) ▶

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

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

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

e Was there any change in determining quantities, cost, or valuations between opening and closing inventory? If "Yes," attach explanation. Yes No

Schedule B Other Information

	Yes	No
1 Check method of accounting: (a) <input type="checkbox"/> Cash (b) <input checked="" type="checkbox"/> Accrual (c) <input type="checkbox"/> Other (specify) ▶		
2 Refer to the list in the instructions and state the corporation's principal: (a) Business activity ▶ <u>SERVICE</u> (b) Product or service ▶ <u>WATER UTILITY</u>		
3 Did the corporation at the end of the tax year own, directly or indirectly, 80% or more of the voting stock of a domestic corporation? (For rules of attribution, see section 267(c).) If "Yes," attach a schedule showing: (a) name, address, and employer identification number and (b) percentage owned.		
4 Was the corporation a member of a controlled group subject to the provisions of section 1561?		X
5 At any time during calendar year 1994, did the corporation have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? (See instructions for exceptions and filing requirements for Form TD F 90-22.1.) If "Yes," enter the name of the foreign country ▶		X
6 Was the corporation the grantor of, or transferor to, a foreign trust that existed during the current tax year, whether or not the corporation has any beneficial interest in it? If "Yes," the corporation may have to file Forms 3520, 3520-A, or 826		X
7 Check this box if the corporation has filed or is required to file Form 8284, Application for Registration of a Tax Shelter		X
8 Check this box if the corporation issued publicly offered debt instruments with original issue discount. If so, the corporation may have to file Form 8281, Information Return for Publicly Offered Original Issue Discount Instruments. ▶ <input type="checkbox"/>		
9 If the corporation: (a) filed its election to be an S corporation after 1986, (b) was a C corporation before it elected to be an S corporation or the corporation acquired an asset with a basis determined by reference to its basis (or the basis of any other property) in the hands of a C corporation, and (c) has net unrealized built-in gain (defined in section 1374(d)(1)) in excess of the net recognized built-in gain from prior years, enter the net unrealized built-in gain reduced by net recognized built-in gain from prior years (see instructions) ▶ \$		
10 Check this box if the corporation had subchapter C earnings and profits at the close of the tax year (see instructions) ▶ <input type="checkbox"/>		

Designation of Tax Matters Person (See instructions.)

Enter below the shareholder designated as the tax matters person (TMP) for the tax year of this return:

Name of designated TMP ▶ JOSEPH D. FARISH, JR. Identifying number of TMP ▶ 256-28-1534

Address of designated TMP ▶ 316 BANYAN BLVD.
WEST PALM BEACH, FL. 33401

LAKE OSBORNE UTILITIES COMPANY, INC.
Shareholders' Shares of Income, Credits, Deductions, etc.

		(a) Pro rata share items		(b) Total amount	
	1 Ordinary income (loss) from trade or business activities (page 1, line 21)			1	
	2 Net income (loss) from rental real estate activities (attach Form 8825)			2	-20,089
Income (Loss)	3a Gross income from other rental activities				
	b Expenses from other rental activities	3a			
	c Net income (loss) from other rental activities. Subtract line 3b from line 3a	3b			
	4 Portfolio income (loss):			3c	
	a Interest income			4a	
	b Dividend income			4b	
	c Royalty income			4c	
	d Net short-term capital gain (loss) (attach Schedule D (Form 1120S))			4d	
	e Net long-term capital gain (loss) (attach Schedule D (Form 1120S))			4e	
	f Other portfolio income (loss) (attach schedule)			4f	
5 Net gain (loss) under section 1231 (other than due to casualty or theft) (attach Form 4797)			5		
6 Other income (loss) (attach schedule)			6		
Deductions	7 Charitable contributions (see instructions) (attach schedule)			7	
	8 Section 179 expense deduction (attach Form 4562)			8	
	9 Deductions related to portfolio income (loss) (see instructions) (itemize)			9	
	10 Other deductions (attach schedule)			10	
Investment Interest	11a Interest expense on investment debts			11a	
	b (1) Investment income included on lines 4a, 4b, 4c, and 4f above (2) Investment expenses included on line 9 above			11b(1) 11b(2)	
Credits	12a Credit for alcohol used as a fuel (attach Form 5478)			12a	
	b Low-income housing credit (see instructions):				
	(1) From partnerships to which section 42(j)(5) applies for property placed in service before 1990			12b(1)	
	(2) Other than on line 12b(1) for property placed in service before 1990			12b(2)	
	(3) From partnerships to which section 42(j)(5) applies for property placed in service after 1989			12b(3)	
	(4) Other than on line 12b(3) for property placed in service after 1989			12b(4)	
	c Qualified rehabilitation expenditures related to rental real estate activities (attach Form 3468)			12c	
	d Credits (other than credits shown on lines 12b and 12c) related to rental real estate activities (see instructions)			12d	
	e Credits related to other rental activities (see instructions)			12e	
	13 Other credits (see instructions)			13	
Adjustments and Tax Preference Items	14a Depreciation adjustment on property placed in service after 1986			14a	
	b Adjusted gain or loss			14b	
	c Depletion (other than oil and gas)			14c	
	d (1) Gross income from oil, gas, or geothermal properties (2) Deductions allocable to oil, gas, or geothermal properties			14d(1) 14d(2)	
	e Other adjustments and tax preference items (attach schedule)			14e	
Foreign Taxes	15a Type of income ▶				
	b Name of foreign country or U.S. possession ▶				
	c Total gross income from sources outside the United States (attach sch.)			15c	
	d Total applicable deductions and losses (attach schedule)			15d	
	e Total foreign taxes (check one): <input type="checkbox"/> Paid <input type="checkbox"/> Accrued			15e	
	f Reduction in taxes available for credit (attach schedule)			15f	
	g Other foreign tax information (attach schedule)			15g	
Other	16a Total expenditures to which a section 59(e) election may apply			16a	
	b Type of expenditures ▶				
	17 Tax-exempt interest income			17	
	18 Other tax-exempt income			18	
	19 Nondeductible expenses			19	
	20 Total property distributions (including cash) other than dividends reported on line 22 below			20	
	21 Other items and amounts required to be reported separately to shareholders (see instructions) (attach schedule)				
	22 Total dividend distributions paid from accumulated earnings and profits			22	
23 Income (loss). (Required only if Schedule M-1 must be completed.) Combine lines 1 through 6 in column (b). From the result, subtract the sum of lines 7 through 11a, 15e, and 16a			23	-20,089	

Schedule L Balance Sheets	Beginning of tax year		End of tax year	
	(a)	(b)	(c)	(d)
Assets				
1 Cash				
2a Trade notes and accounts receivable	8,888	8,385		7,070
b Less allowance for bad debts			9,102	
3 Inventories		8,888		
4 U.S. Government obligations				9,102
5 Tax-exempt securities				
6 Other current assets				
7 Loans to shareholders				
8 Mortgage and real estate loans				
9 Other investments				
10a Buildings and other depreciable assets	157,199		157,444	
b Less accumulated depreciation				
11a Depletable assets	109,624	47,575	113,557	43,887
b Less accumulated depletion				
12 Land (net of any amortization)				
13a Intangible assets (amortizable only)	72,942		72,942	
b Less accumulated amortization				
14 Other assets See Sch	72,942	0	72,942	0
15 Total assets		5,895	72,942	5,895
Liabilities and Shareholders' Equity		70,743		65,954
16 Accounts payable				
17 Mortgages, notes, bonds payable in less than 1 year		33,779		
18 Other current liabilities See Sch				11,342
19 Loans from shareholders		16,648		
20 Mortgages, notes, bonds payable in 1 year or more		26,927		22,611
21 Other liabilities		12,988		
22 Capital stock				71,689
23 Paid-in or capital surplus		1,000		
24 Retained earnings				1,000
25 Less cost of treasury stock		-20,599		
26 Total liabilities and shareholders' equity		70,743		-40,688
				65,954

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return (You are not required to complete this schedule if the total assets on line 15, column (d), of Schedule L are less than \$25,000.)

1 Net income (loss) per books	-20,089	5 Income recorded on books this year not included on Schedule K, lines 1 through 6 (itemize):	
2 Income included on Schedule K, lines 1 through 6, not recorded on books this year (itemize):		a Tax-exempt interest \$	
3 Expenses recorded on books this year not included on Schedule K, lines 1 through 11a, 15e, and 16a (itemize):		6 Deductions included on Schedule K, lines 1 through 11a, 15e, and 16a, not charged against book income this year (itemize):	
a Depreciation \$		a Depreciation \$	
b Travel and entertainment \$			
4 Add lines 1 through 3	-20,089	7 Add lines 5 and 6	
		8 Income (loss) (Sch. K, line 23). Line 4 less line 7	-20,089

Schedule M-2 Analysis of Accumulated Adjustments Account, Other Adjustments Account, and Shareholders' Undistributed Taxable Income Previously Taxed (See Instructions.)

	(a) Accumulated adjustments account	(b) Other adjustments account	(c) Shareholder's undistributed taxable income previously taxed
1 Balance at beginning of tax year			
2 Ordinary income from page 1, line 21	-2,247		
3 Other additions			-18,352
4 Loss from page 1, line 21			
5 Other reductions	20,089		
6 Combine lines 1 through 5			
7 Distributions other than div. distributions	-22,336		
8 Balance at end of tax year. Subtract ln. 7 from ln. 6	-22,336		-18,352
			-18,352

- EXTENSION ATTACHED -

Form **1120S**

U.S. Income Tax Return for an S Corporation

Department of the Treasury
Internal Revenue Service

▶ Do not file this form unless the corporation has timely filed Form 2553 to elect to be an S corporation.
▶ See separate instructions.

OMB No. 1545-0130

1993

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

A Date of election as an S corporation 01/01/74	Use IRS label. Otherwise, please print or type.	Name LAKE OSBOCNE UTILITIES Company, Inc	C Employer identification number 59-1445994
B Business code no. (see Specific Instructions) 4990		Number, street, and room or suite no. (If a P.O. box, see page 9 of the instructions.) POST OFFICE BOX 1118	D Date incorporated 06/01/72
		City or town, state, and ZIP code WEST PALM BEACH, FLORIDA 33402	E Total assets (see Specific Instructions) \$ 70,7431

F Check applicable boxes: (1) Initial return (2) Final return (3) Change in address (4) Amended return

G Check this box if this S corporation is subject to the consolidated audit procedures of sections 6241 through 6245 (see instructions before checking this box)

H Enter number of shareholders in the corporation at end of the tax year

Caution: Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.

Income		Deductions (See instructions for limitations.)		Tax and Payments	
1a	Gross receipts or sales	96,915	b Less returns and allowances	0	c Bal ▶
2	Cost of goods sold (Schedule A, line 8)				1c
3	Gross profit. Subtract line 2 from line 1c				2
4	Net gain (loss) from Form 4797, Part II, line 20 (attach Form 4797)				3
5	Other income (loss) (see instructions) (attach schedule)				4
6	Total income (loss). Combine lines 3 through 5				5
7	Compensation of officers				6
8a	Salaries and wages		b Less employment credits		c Bal ▶
9	Repairs and maintenance				7
10	Bad debts				8c
11	Rents				9
12	Taxes and licenses				10
13	Interest				11
14a	Depreciation (see instructions)				12
b	Depreciation claimed on Schedule A and elsewhere on return	14a 3,922			13
c	Subtract line 14b from line 14a	14b 498			1,995
15	Depletion (Do not deduct oil and gas depletion.)				14c
16	Advertising				15
17	Pension, profit-sharing, etc., plans				16
18	Employee benefit programs				17
19	Other deductions (see instructions) (attach schedule)				18
20	Total deductions. Add lines 7 through 19				19
21	Ordinary income (loss) from trade or business activities. Subtract line 20 from line 6				20
22	Tax: a Excess net passive income tax (attach schedule)	22a			21
b	Tax from Schedule D (Form 1120S)	22b			4,904
c	Add lines 22a and 22b (see instructions for additional taxes)				22c
23	Payments: a 1993 estimated tax payments	23a			
b	Tax deposited with Form 7004	23b			
c	Credit for Federal tax paid on fuels (attach Form 4136)	23c			
d	Add lines 23a through 23c				23d
24	Estimated tax penalty (see instructions). Check if Form 2220 is attached.				<input type="checkbox"/>
25	Tax due. If the total of lines 22c and 24 is larger than line 23d, enter amount owed. See instructions for depositary method of payment				<input type="checkbox"/>
26	Overpayment. If line 23d is larger than the total of lines 22c and 24, enter amount overpaid				<input type="checkbox"/>
27	Enter amount of line 26 you want: Credited to 1994 estimated tax ▶				Refunded ▶

Please Sign Here

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

Signature of officer	Date	Title
Preparer's signature	Date	Preparer's social security number
Firm's name (or yours if self-employed) and address	Check if self-employed <input type="checkbox"/>	E.I. No. ▶
BARRY R. ASHUS CPA PA	5/3/94	59-2372412
515 NE 101 ST MIAMI SHORES FL		ZIP code ▶ 33136

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

Cat. No. 11510H

Form 1120S (1993)

Schedule A Cost of Goods Sold (See instructions.)

1	Inventory at beginning of year	
2	Purchases	
3	Cost of labor	
4	Additional section 263A costs (see instructions) (attach schedule)	
5	Other costs (attach schedule)	
6	Total. Add lines 1 through 5	61,304
7	Inventory at end of year	
8	Cost of goods sold. Subtract line 7 from line 6. Enter here and on page 1, line 2	61,304
9a	Check all methods used for valuing closing inventory:	
	(i) <input type="checkbox"/> Cost	
	(ii) <input type="checkbox"/> Lower of cost or market as described in Regulations section 1.471-4	
	(iii) <input type="checkbox"/> Writedown of "subnormal" goods as described in Regulations section 1.471-2(c)	
	(iv) <input type="checkbox"/> Other (specify method used and attach explanation) ▶	
b	Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970)	<input type="checkbox"/>
c	If the LIFO inventory method was used for this tax year, enter percentage (or amounts) of closing inventory computed under LIFO	9c
d	Do the rules of section 263A (for property produced or acquired for resale) apply to the corporation?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
e	Was there any change in determining quantities, cost, or valuations between opening and closing inventory? If "Yes," attach explanation.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Schedule B Other Information

	Yes	No
1	Check method of accounting: (a) <input type="checkbox"/> Cash (b) <input checked="" type="checkbox"/> Accrual (c) <input type="checkbox"/> Other (specify) ▶	
2	Refer to the list in the instructions and state the corporation's principal: (a) Business activity ▶ <u>SERVICE</u> (b) Product or service ▶ <u>UTILITY (WATER)</u>	
3	Did the corporation at the end of the tax year own, directly or indirectly, 50% or more of the voting stock of a domestic corporation? (For rules of attribution, see section 267(c).) If "Yes," attach a schedule showing: (a) name, address, and employer identification number and (b) percentage owned.	
4	Was the corporation a member of a controlled group subject to the provisions of section 1561?	
5	At any time during calendar year 1993, did the corporation have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? (See instructions for exceptions and filing requirements for Form TD F 90-22.1.)	
6	Was the corporation the grantor of, or transferor to, a foreign trust that existed during the current tax year, whether or not the corporation has any beneficial interest in it? If "Yes," the corporation may have to file Forms 3520, 3520-A, or 926.	
7	Check this box if the corporation has filed or is required to file Form 8264, Application for Registration of a Tax Shelter.	
8	Check this box if the corporation issued publicly offered debt instruments with original issue discount ▶ <input type="checkbox"/> If so, the corporation may have to file Form 8281, Information Return for Publicly Offered Original Issue Discount ▶ <input type="checkbox"/>	
9	If the corporation: (a) filed its election to be an S corporation after 1986, (b) was a C corporation before it elected to be an S corporation or the corporation acquired an asset with a basis determined by reference to its basis (or the basis of any other property) in the hands of a C corporation, and (c) has net unrealized built-in gain (defined in section 1374(d)(1)) in excess of the net recognized built-in gain from prior years, enter the net unrealized built-in gain reduced by net recognized built-in gain from prior years (see instructions) ▶ \$	
10	Check this box if the corporation had subchapter C earnings and profits at the close of the tax year (see instructions) ▶ <input type="checkbox"/>	

Designation of Tax Matters Person (See instructions.)

Enter below the shareholder designated as the tax matters person (TMP) for the tax year of this return:

Name of designated TMP ▶ JOSEPH D. FARISH, JR. Identifying number of TMP ▶ 256-28-1534

Address of designated TMP ▶ 316 BANYAN BLVD. WEST PALM BEACH, FL 33401

Schedule K Shareholders' Shares of Income, Credits, Deductions, etc.

		(a) Pro rata share items		(b) Total amount		
Income (Loss)	1	Ordinary income (loss) from trade or business activities (page 1, line 21)		1	4,904	
	2	Net income (loss) from rental real estate activities (attach Form 8825)		2		
	3a	Gross income from other rental activities				
	b	Expenses from other rental activities (attach schedule)	3a			
	c	Net income (loss) from other rental activities. Subtract line 3b from line 3a	3b			
	4	Portfolio income (loss):		3c		
	a	Interest income				
	b	Dividend income				
	c	Royalty income		4a	212	
	d	Net short-term capital gain (loss) (attach Schedule D (Form 1120S))		4b		
e	Net long-term capital gain (loss) (attach Schedule D (Form 1120S))		4c			
f	Other portfolio income (loss) (attach schedule)		4d			
5	Net gain (loss) under section 1231 (other than due to casualty or theft) (attach Form 4797)		4e			
6	Other income (loss) (attach schedule)		4f			
Deductions	7	Charitable contributions (see instructions) (attach schedule)		5		
	8	Section 179 expense deduction (attach Form 4562)		6		
	9	Deductions related to portfolio income (loss) (see instructions) (itemize)		7		
	10	Other deductions (attach schedule)		8		
Investment Interest	11a	Interest expense on investment debts		9		
	b	(1) Investment income included on lines 4a, 4b, 4c, and 4f above (2) Investment expenses included on line 9 above		10		
Credits	12a	Credit for alcohol used as a fuel (attach Form 6478)		11a		
	b	Low-income housing credit (see instructions):		11b(1)		
	(1)	From partnerships to which section 42(j)(5) applies for property placed in service before 1990		11b(2)		
	(2)	Other than on line 12b(1) for property placed in service before 1990		12a		
	(3)	From partnerships to which section 42(j)(5) applies for property placed in service after 1989		12b(1)		
	(4)	Other than on line 12b(3) for property placed in service after 1989		12b(2)		
	c	Qualified rehabilitation expenditures related to rental real estate activities (attach Form 3468)		12b(3)		
	d	Credits (other than credits shown on lines 12b and 12c) related to rental real estate activities (see instructions)		12b(4)		
	e	Credits related to other rental activities (see instructions)		12c		
	13	Other credits (see instructions)		12d		
	Adjustments and Tax Preference Items	14a	Depreciation adjustment on property placed in service after 1986		12e	
		b	Adjusted gain or loss		13	
		c	Depletion (other than oil and gas)		14a	
d		(1) Gross income from oil, gas, or geothermal properties (2) Deductions allocable to oil, gas, or geothermal properties		14b		
e		Other adjustments and tax preference items (attach schedule)		14c		
15a		Type of income ▶		14d(1)		
Foreign Taxes	b	Name of foreign country or U.S. possession ▶		14d(2)		
	c	Total gross income from sources outside the United States (attach schedule)		14e		
	d	Total applicable deductions and losses (attach schedule)		15c		
	e	Total foreign taxes (check one): <input type="checkbox"/> Paid <input type="checkbox"/> Accrued		15d		
	f	Reduction in taxes available for credit (attach schedule)		15e		
	g	Other foreign tax information (attach schedule)		15f		
	16a	Total expenditures to which a section 59(s) election may apply		15g		
Other	b	Type of expenditures ▶		16a		
	17	Tax-exempt interest income		17		
	18	Other tax-exempt income		18		
	19	Nondeductible expenses		19		
	20	Total property distributions (including cash) other than dividends reported on line 22 below		20		
	21	Other items and amounts required to be reported separately to shareholders (see instructions) (attach schedule)		21		
	22	Total dividend distributions paid from accumulated earnings and profits		22		
23	Income (loss). (Required only if Schedule M-1 must be completed.) Combine lines 1 through 6 in column (b). From the result, subtract the sum of lines 7 through 11a, 15e, and 16a.		23	5,116.		

Schedule L Balance Sheets

	Beginning of tax year		End of tax year	
	(a)	(b)	(c)	(d)
Assets				
1 Cash		10,396		
2a Trade notes and accounts receivable	16,300		8,888	8,385
b Less allowance for bad debts				
3 Inventories	0	16,300	0	8,888
4 U.S. Government obligations				
5 Tax-exempt securities				
6 Other current assets (attach schedule)				
7 Loans to shareholders				
8 Mortgage and real estate loans				
9 Other investments (attach schedule)				
10a Buildings and other depreciable assets	156,558			
b Less accumulated depreciation				
11a Depreciable assets	105,702	50,856	157,199	47,575
b Less accumulated depletion			109,624	
12 Land (net of any amortization)				
13a Intangible assets (amortizable only)	72,942		72,942	
b Less accumulated amortization	72,942	0	72,942	
14 Other assets (attach schedule) <i>DEPOSIT</i>		5,895	72,942	0
15 Total assets		83,447		5,895
Liabilities and Shareholders' Equity				
16 Accounts payable				70,743
17 Mortgages, notes, bonds payable in less than 1 year		38,533		33,779
18 Other current liabilities (attach schedule)				
19 Loans from shareholders		19,707		16,648
20 Mortgages, notes, bonds payable in 1 year or more		21,099		26,927
21 Other liabilities (attach schedule)		12,026		12,988
22 Capital stock				
23 Paid-in or capital surplus		1,000		1,000
24 Retained earnings				
25 Less cost of treasury stock		(8,918)		(20,599)
26 Total liabilities and shareholders' equity		83,447		70,743

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return (You are not required to complete this schedule if the total assets on line 15, column (d), of Schedule L are less than \$25,000.)

1 Net income (loss) per books	(7,846)	5 Income recorded on books this year not included on Schedule K, lines 1 through 6 (itemize):	
2 Income included on Schedule K, lines 1 through 6, not recorded on books this year (itemize):		a Tax-exempt interest \$	
3 Expenses recorded on books this year not included on Schedule K, lines 1 through 11a, 15e, and 16a (itemize):		6 Deductions included on Schedule K, lines 1 through 11a, 15e, and 16a, not charged against book income this year (itemize):	
a Depreciation \$		a Depreciation \$	
b Travel and entertainment \$	12,962	7 Add lines 5 and 6	
4 Add lines 1 through 3	5,116	8 Income (loss) (Schedule K, line 23). Line 4 less line 7	5,116

Schedule M-2 Analysis of Accumulated Adjustments Account, Other Adjustments Account, and Shareholders' Undistributed Taxable Income Previously Taxed (See instructions.)

	(a) Accumulated adjustments account	(b) Other adjustments account	(c) Shareholders' undistributed taxable income previously taxed
1 Balance at beginning of tax year	1,297		
2 Ordinary income from page 1, line 21	4,904		(18,352)
3 Other additions	4,514		
4 Loss from page 1, line 21			
5 Other reductions			
6 Combine lines 1 through 5	12,962		
7 Distributions other than dividend distributions			(18,352)
8 Balance at end of tax year. Subtract line 7 from line 6	(2,247)		(18,352)

U.S. Income Tax Return for an S Corporation

For calendar year 1992, or tax year beginning 1992, and ending 19
▶ See separate instructions.

OMB No. 1545-0130

1992

A Date of election as an S corporation
01/01/74

B Business code no. (see Specific Instructions)
4990

Use IRS label. Otherwise, please print or type.

Name
LAKE OSBORNE UTILITY Co., INC.
Number, street, and room or suite no. (If a P.O. box, see page 8 of the instructions.)
POST OFFICE BOX 3887
City or town, state, and ZIP code
WEST PALM BEACH, FLORIDA 33402

C Employer identification number
59-1445994

D Date incorporated
06/01/72

E Total assets (see Specific Instructions)
\$ **83,447**

F Check applicable boxes: (1) Initial return (2) Final return (3) Change in address (4) Amended return
G Check this box if this S corporation is subject to the consolidated audit procedures of sections 6241 through 6245 (see instructions before checking this box)
H Enter number of shareholders in the corporation at end of the tax year **1**
Caution: Include only trade or business income and expenses on lines 1a through 21.

Income		Deductions (See instructions for limitations.)		Tax and Payments	
1a	Gross receipts or sales	1c	1992 estimated tax payments	22a	Excess net passive income tax (attach schedule)
2	Cost of goods sold (Schedule A, line 8)	2	Tax deposited with Form 7004	22b	Tax from Schedule D (Form 1120S)
3	Gross profit. Subtract line 2 from line 1c	3	Credit for Federal tax paid on fuels (attach Form 4136)	22c	Add lines 22a and 22b (see instructions for additional taxes)
4	Net gain (loss) from Form 4797, Part II, line 20 (attach Form 4797)	4	Estimated tax penalty (see instructions). Check if Form 2220 is attached.	23a	1992 estimated tax payments
5	Other income (loss) (see instructions) (attach schedule)	5	Tax due. If the total of lines 22c and 24 is larger than line 23d, enter amount owed. See instructions for depository method of payment.	23b	Tax deposited with Form 7004
6	Total income (loss). Combine lines 3 through 5	6	Overpayment. If line 23d is larger than the total of lines 22c and 24, enter amount overpaid.	23c	Credit for Federal tax paid on fuels (attach Form 4136)
7	Compensation of officers	7	Enter amount of line 26 you want: Credited to 1993 estimated tax ▶	23d	Add lines 23a through 23c
8a	Salaries and wages	8c		24	Estimated tax penalty (see instructions). Check if Form 2220 is attached.
9	Repairs	9		25	Tax due. If the total of lines 22c and 24 is larger than line 23d, enter amount owed. See instructions for depository method of payment.
10	Bad debts	10		26	Overpayment. If line 23d is larger than the total of lines 22c and 24, enter amount overpaid.
11	Rents	11		27	Enter amount of line 26 you want: Credited to 1993 estimated tax ▶
12	Taxes	12			
13	Interest	13			
14a	Depreciation (see instructions)	14c			
14b	Depreciation claimed on Schedule A and elsewhere on return	15			
14c	Subtract line 14b from line 14a	16			
15	Depletion (Do not deduct oil and gas depletion.)	17			
16	Advertising	18			
17	Pension, profit-sharing, etc., plans	19			
18	Employee benefit programs	20			
19	Other deductions (see instructions) (attach schedule)	21			
20	Total deductions. Add lines 7 through 19				
21	Ordinary income (loss) from trade or business activities. Subtract line 20 from line 6				

SEE SCHEDULE ATTACHED

Please Sign Here

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

Preparer's signature: **Barry K.asmus** Date: **08/15/93** Title: **CPA PA**
Firm's name (or yours if self-employed) and address: **BARRY K ASMUS, CPA PA**
515 NE 101 ST, MIAMI SHORES, FLA
Check if self-employed Preparer's social security number: **59-2372412**
E.I. No. **33138-2450**
ZIP code **33138-2450**

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

Schedule A Cost of Goods Sold (See instructions.)

1	Inventory at beginning of year	0
2	Purchases	63,164
3	Cost of labor	
4	Additional section 263A costs (see instructions) (attach schedule)	
5	Other costs (attach schedule)	
6	Total. Add lines 1 through 5	63,164
7	Inventory at end of year	0
8	Cost of goods sold. Subtract line 7 from line 6. Enter here and on page 1, line 2.	63,164

9a Check all methods used for valuing closing inventory:

- (i) Cost
- (ii) Lower of cost or market as described in Regulations section 1.471-4
- (iii) Writedown of "subnormal" goods as described in Regulations section 1.471-2(c)
- (iv) Other (specify method used and attach explanation) ▶

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

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

d Do the rules of section 263A (for property produced or acquired for resale) apply to the corporation?

e Was there any change in determining quantities, cost, or valuations between opening and closing inventory? Yes No

Schedule B Other Information

1 Check method of accounting: (a) Cash (b) Accrual (c) Other (specify) ▶

2 Refer to the list in the instructions and state the corporation's principal:
 (a) Business activity ▶ **SERVICE** (b) Product or service ▶ **UTILITY (WATER)**

3 Did the corporation at the end of the tax year own, directly or indirectly, 50% or more of the voting stock of a domestic corporation? (For rules of attribution, see section 267(c).) If "Yes," attach a schedule showing: (a) name, address, and employer identification number and (b) percentage owned. Yes No

4 Was the corporation a member of a controlled group subject to the provisions of section 1561? Yes No

5 At any time during calendar year 1992, did the corporation have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? (See instructions for exceptions and filing requirements for form TD F 90-22.1.) If "Yes," enter the name of the foreign country ▶ Yes No

6 Was the corporation the grantor of, or transferor to, a foreign trust that existed during the current tax year, whether or not the corporation has any beneficial interest in it? If "Yes," the corporation may have to file Forms 3520, 3520-A, or 926. Yes No

7 Check this box if the corporation has filed or is required to file Form 8264, Application for Registration of a Tax Shelter.

8 Check this box if the corporation issued publicly offered debt instruments with original issue discount. If so, the corporation may have to file Form 8281, Information Return for Publicly Offered Original Issue Discount.

9 If the corporation: (a) filed its election to be an S corporation after 1986, (b) was a C corporation before it elected to be an S corporation or the corporation acquired an asset with a basis determined by reference to its basis (or the basis of any other property) in the hands of a C corporation, and (c) has net unrealized built-in gain (defined in section 1374(d)(1)) in excess of the net recognized built-in gain from prior years, enter the net unrealized built-in gain reduced by net recognized built-in gain from prior years (see instructions) ▶ \$

10 Check this box if the corporation had subchapter C earnings and profits at the close of the tax year (see instructions)

11 Was this corporation in operation at the end of 1992?

12 How many months in 1992 was this corporation in operation? **12**

Designation of Tax Matters Person (See instructions.)

Enter below the shareholder designated as the tax matters person (TMP) for the tax year of this return:

Name of designated TMP ▶ **JOSEPH D. FARISH, JR.** Identifying number of TMP ▶ **256-28-1534**

Address of designated TMP ▶ **316 FIRST STREET WEST PALM BEACH, FLORIDA 33401**

Schedule K Shareholders' Shares of Income, Credits, Deductions, etc.

		(a) Pro rata share items		(b) Total amount	
Income (Loss)	1	Ordinary income (loss) from trade or business activities (page 1, line 21)	1	(10,363)	
	2	Net income (loss) from rental real estate activities (attach Form 8825)	2		
	3a	Gross income from other rental activities	3a		
		b Expenses from other rental activities (attach schedule)	3b		
		c Net income (loss) from other rental activities. Subtract line 3b from line 3a	3c		
	4	Portfolio income (loss):			
		a Interest income	4a		
		b Dividend income	4b		
		c Royalty income	4c		
		d Net short-term capital gain (loss) (attach Schedule D (Form 1120S))	4d		
e Net long-term capital gain (loss) (attach Schedule D (Form 1120S))		4e			
f Other portfolio income (loss) (attach schedule)	4f				
5	Net gain (loss) under section 1231 (other than due to casualty or theft) (attach Form 4797)	5			
6	Other income (loss) (attach schedule)	6			
Deductions	7	Charitable contributions (see instructions) (attach schedule)	7		
	8	Section 179 expense deduction (attach Form 4562)	8		
	9	Deductions related to portfolio income (loss) (see instructions) (itemize)	9		
	10	Other deductions (attach schedule)	10		
Investment Interest	11a	Interest expense on investment debts	11a		
	b	(1) Investment income included on lines 4a through 4f above	11b(1)		
		(2) Investment expenses included on line 9 above	11b(2)		
Credits	12a	Credit for alcohol used as a fuel (attach Form 6478)	12a		
	b	Low-income housing credit (see instructions):			
		(1) From partnerships to which section 42(j)(5) applies for property placed in service before 1990	12b(1)		
		(2) Other than on line 12b(1) for property placed in service before 1990	12b(2)		
		(3) From partnerships to which section 42(j)(5) applies for property placed in service after 1989	12b(3)		
	(4) Other than on line 12b(3) for property placed in service after 1989	12b(4)			
	c	Qualified rehabilitation expenditures related to rental real estate activities (attach Form 3468)	12c		
	d	Credits (other than credits shown on lines 12b and 12c) related to rental real estate activities (see instructions)	12d		
e	Credits related to other rental activities (see instructions)	12e			
13	Other credits (see instructions)	13			
Adjustments and Tax Preference Items	14a	Depreciation adjustment on property placed in service after 1986	14a		
	b	Adjusted gain or loss	14b		
	c	Depletion (other than oil and gas)	14c		
	d	(1) Gross income from oil, gas, or geothermal properties	14d(1)		
		(2) Deductions allocable to oil, gas, or geothermal properties	14d(2)		
e	Other adjustments and tax preference items (attach schedule)	14e			
Foreign Taxes	15a	Type of income ▶			
	b	Name of foreign country or U.S. possession ▶			
	c	Total gross income from sources outside the United States (attach schedule)	15c		
	d	Total applicable deductions and losses (attach schedule)	15d		
	e	Total foreign taxes (check one): <input type="checkbox"/> Paid <input type="checkbox"/> Accrued	15e		
	f	Reduction in taxes available for credit (attach schedule)	15f		
	g	Other foreign tax information (attach schedule)	15g		
Other	16a	Total expenditures to which a section 59(e) election may apply	16a		
	b	Type of expenditures ▶			
	17	Tax-exempt interest income	17		
	18	Other tax-exempt income	18		
	19	Nondeductible expenses	19		
	20	Total property distributions (including cash) other than dividends reported on line 22 below	20		
	21	Other items and amounts required to be reported separately to shareholders (see instructions) (attach schedule)			
	22	Total dividend distributions paid from accumulated earnings and profits	22		
23	Income (loss). (Required only if Schedule M-1 must be completed.) Combine lines 1 through 6 in column (b). From the result, subtract the sum of lines 7 through 11a, 15e, and 16a	23	(10,363)		

Schedule L Balance Sheets

Assets	Beginning of tax year		End of tax year	
	(a)	(b)	(c)	(d)
1 Cash		0		
2a Trade notes and accounts receivable	21,584		16,300	10,396
b Less allowance for bad debts	0	21,584	0	16,300
3 Inventories				
4 U.S. Government obligations				
5 Tax-exempt securities				
6 Other current assets (attach schedule)				
7 Loans to shareholders				
8 Mortgage and real estate loans				
9 Other investments (attach schedule)				
10a Buildings and other depreciable assets	156,025		156,558	
b Less accumulated depreciation	101,795	54,230	105,702	50,856
11a Depletable assets				
b Less accumulated depletion				
12 Land (net of any amortization)				
13a Intangible assets (amortizable only)	72,942		72,942	
b Less accumulated amortization	71,117	1,825	72,942	0
14 Other assets (attach schedule) DEPOSIT		5,895		5,895
15 Total assets		83,534		83,447
Liabilities and Shareholders' Equity				
16 Accounts payable		21,265		38,533
17 Mortgages, notes, bonds payable in less than 1 year				
18 Other current liabilities (attach schedule)		16,766		19,707
19 Loans from shareholders		11,109		21,099
20 Mortgages, notes, bonds payable in 1 year or more		22,048		12,026
21 Other liabilities (attach schedule)				
22 Capital stock		1,000		1,000
23 Paid-in or capital surplus				
24 Retained earnings		11,346		(8,918)
25 Less cost of treasury stock		()		()
26 Total liabilities and shareholders' equity		83,534		83,447

Schedule M-1 Reconciliation of Income (Loss) per Books With Income (Loss) per Return (You are not required to complete this schedule if the total assets on line 15, column (d), of Schedule L are less than \$25,000.)

1 Net income (loss) per books	(24,122)	5 Income recorded on books this year not included on Schedule K, lines 1 through 6 (itemize):	
2 Income included on Schedule K, lines 1 through 6, not recorded on books this year (itemize):		a Tax-exempt interest \$	
3 Expenses recorded on books this year not included on Schedule K, lines 1 through 11a, 15e, and 16a (itemize):		6 Deductions included on Schedule K, lines 1 through 11a, 15e, and 16a, not charged against book income this year (itemize):	
a Depreciation \$		a Depreciation \$	
b Travel and entertainment \$		ROUNDING DIFFERENCE	
4 Add lines 1 through 3	13,760	7 Add lines 5 and 6	1
	(10,362)	8 Income (loss) (Schedule K, line 23). Line 4 less line 7	(10,363)

Schedule M-2 Analysis of Accumulated Adjustments Account, Other Adjustments Account, and Shareholders' Undistributed Taxable Income Previously Taxed (See instructions.)

	(a) Accumulated adjustments account	(b) Other adjustments account	(c) Shareholders' undistributed taxable income previously taxed
1 Balance at beginning of tax year	21,561		(18,352)
2 Ordinary income from page 1, line 21			
3 Other additions CIAC AMORTIZA.	498		
4 Loss from page 1, line 21	(10,363)		
5 Other reductions SEE SCHEDULE	(10,399)		
6 Combine lines 1 through 5	1,297		(18,352)
7 Distributions other than dividend distributions			
8 Balance at end of tax year Subtract line 7 from line 6	1,297		(18,352)

U.S. Income Tax Return for an S Corporation

OMB No. 1545-0130

1991

For calendar 1991, or tax year beginning _____, 1991, ending _____, 19__

▶ See separate instructions.

A Date of election as an S Corporation 01/01/74	Use IRS label. Otherwise, please print or type.	Lake Osborne Utility Co., Inc. P.O. Box 3887 West Palm Beach, FL 33402	C Employer identification no. 59-1445994 D Date incorporated 06/01/72 E Total assets (see Specific Instructions) 39,782
---	---	--	---

F Check applicable boxes: (1) Initial return (2) Final return (3) Change in address (4) Amended return

G Check this box if this S corporation is subject to the consolidated audit procedures of sections 8241 through 8245 (see instructions before checking this box)

H Enter number of shareholders in the corporation at end of the tax year: ▶ 1

Caution: include only trade or business income and expenses on lines 1 through 21. See the instructions for more information.

Income	1a Gross receipts or sales	74,889	b Less returns and allowances	
	2 Cost of goods sold (Schedule A, line 8)		c Bal ▶	1c 74,889
	3 Gross profit. Subtract line 2 from line 1c			2 61,287
	4 Net gain (loss) from Form 4797, Part II, line 18 (attach Form 4797)			3 13,602
	5 Other income (see instructions)(attach schedule)			4
	6 Total income (loss). Combine lines 3 through 5			5 13,602
Deductions	7 Compensation of officers		c Bal ▶	7c 0
	8a Salaries and wages		b Less jobs credit	8c 183
	9 Repairs			9 177
	10 Bad debts			10
	11 Rents			11
	12 Taxes			12
	13 Interest			13
	14a Depreciation (see instructions)		14a 3,410	
	b Depreciation claimed on Schedule A and elsewhere on return		14b	
	c Subtract line 14b from line 14a			14c 3,410
	15 Depletion (Do not deduct oil and gas depletion.)			15
	16 Advertising			16
17 Pension, profit-sharing, etc., plans			17	
18 Employee benefit programs			18 23,959	
19 Other deductions (attach schedule)			19 27,729	
20 Total deductions. Add lines 7 through 19			20 -14,127	
21 Ordinary income (loss) from trade or business activities. Subtract line 20 from line 6			21	
Taxes & Payments	22 Tax:			
	a Excess net passive income tax (attach schedule)		22a	
	b Tax from Schedule D (Form 1120S)		22b	
	c Add lines 22a and 22b (see instructions for additional taxes)			22c
23 Payments:				
a 1991 estimated tax payments		23a		
b Tax deposited with Form 7004		23b		
c Credit for Federal tax on S-cats (attach Form 4136)		23c		
d Add lines 23a through 23c			23d	
24 Estimated tax penalty (see page 3 of instructions). Check if Form 2220 is attached <input type="checkbox"/>			24	
25 Tax due - if the total of line 22c and 24 is larger than line 23d, enter amount owed. See instructions for depositary method of payment ▶			25	
26 Overpayment - if line 23d is larger than the total of lines 22c and 24, enter amount overpaid			26	
27 Enter amount of line 26 you want credited to 1992 estimated tax ▶ Refunded ▶			27	

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

Please Sign Here

Signature of officer _____ Date _____	Title _____ Preparer's social security no. _____
--	---

Preparer's Use Only

Preparer's signature: Barry K. Asmus, CPA, PA Firm's name (or yours if self-employed) and address: 515 NE 101st Street, Miami Shores, FL	Date: _____ Check if self-employed <input type="checkbox"/> E.I. No. ▶ 59-2372412 ZIP Code ▶ 33138-2450
---	--

Part III Cost of Goods Sold (See instructions.)

1	Inventory at beginning of year	1	
2	Purchases	2	
3	Cost of labor	3	61,287
4	Additional section 263A costs (see instructions) (attach schedule)	4	
5	Other costs (attach schedule)	5	
6	Total. Add lines 1 through 5	6	61,287
7	Inventory at end of year	7	
8	Cost of goods sold. Subtract line 7 from line 6. Enter here and on line 2, page 1.	8	61,287

9. Check all methods used for valuing closing inventory:

- (i) Cost
- (ii) Lower of cost or market as described in Regulations section 1.471-4
- (iii) Write-down of "abnormal" goods as described in Regulations section 1.471-2(c)
- (iv) Other (specify method used and attach explanation) ▶

10. Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form #70)

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

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

13. Was there any change in determining quantities, cost, or valuations between opening and closing inventory? Yes No
 If "Yes," attach explanation.

Part IV Other Information

1. Check method of accounting: (a) Cash (b) Accrual (c) Other (specify) ▶

2. Refer to the list in the instructions and state your principal:

(a) Business activity ▶ Service (b) Producer service ▶ Utility

3. Did you at the end of the tax year own, directly or indirectly, 50% or more of the voting stock of a domestic corporation? For rules of attribution, see section 267(c.) If "Yes," attach a schedule showing: (a) name, address, and employer identification number and (b) percentage owned. Yes No

4. Were you a member of a controlled group subject to the provisions of section 1561? Yes No

5. At any time during the tax year, did you have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? (See instructions for exceptions and filing requirements for form TD F 90-22.1.) If "Yes," enter the name of the foreign country ▶ Yes No

6. Were you the grantor of, or transferor to, a foreign trust that existed during the current tax year, whether or not you have any beneficial interest in it? If "Yes," you may have to file Forms 3620, 3620-A, or 928. Yes No

7. Check this box if the corporation has filed or is required to file Form 8264, Application for Registration of a Tax Shelter.

8. Check this box if the corporation issued publicly offered debt instruments with original issue discount. If so, the corporation may have to file Form 8281, Information Return for Publicly Offered Original Issue Discount Instruments.

9. If the corporation: (a) filed its election to be an S corporation after 1986, (b) was a C corporation before it elected to be an S corporation or the corporation acquired an asset with a basis determined by reference to its basis (or the basis of any other property) in the hands of a C corporation, and (c) has net unrealized built-in gain (defined in section 1374(d)(1)) in excess of the net recognized built-in gain from prior years, enter the net unrealized built-in gain reduced by net recognized built-in gain from prior years (see instructions). ▶

10. Check this box if the corporation had subchapter C earnings and profits at the close of the tax year (see instructions).

Designation of Tax Matters Person (See instructions.)

Enter below the shareholder designated as the tax matters person (TMP) for the tax year of this return:

Name of designated TMP ▶ Joseph D. Farish, Jr. Identifying number of TMP ▶ 256-28-1534

Address of designated TMP ▶ 316 First Street

West Palm Beach, FL 33401

Shareholders' Shares of Income, Credits, Deductions, etc.

		(a) Pro rata share items		(b) Total amount	
		1	2	1	2
	1 Ordinary income (loss) from trade or business activities (page 1, line 21)				
	2 Net income (loss) from rental real estate activities (page 1, line 21)				
	3a Gross income from other rental activities (attach Form 9825)				
	3b Less expenses (attach schedule)				
	4 Net income (loss) from other rental activities				
	4 Portfolio income (loss):				
	4a Interest income				
	4b Dividend income				
	4c Royalty income				
	4d Net short-term capital gain (loss) (attach Schedule D (Form 1120S))				
	4e Net long-term capital gain (loss) (attach Schedule D (Form 1120S))				
	4f Other portfolio income (loss) (attach schedule)				
	5 Net gain (loss) under section 1231 (other than due to casualty or theft) (attach Form 4797)				
	6 Other income (loss) (attach schedule)				
	7 Charitable contributions (see instructions) (attach list)				
	8 Section 179 expense deduction (attach Form 4562)				
	9 Deductions related to portfolio income (loss) (see instructions) (attach schedule)				
	10 Other deductions (attach schedule)				
	11a Interest expense on investment debts				
	11b (1) Investment income included on lines 4a through 4f above				
	11b (2) Investment expenses included on line 9 above				
	12a Credit for alcohol used as a fuel (attach Form 8478)				
	12b Low-income housing credit (see instructions):				
	12b (1) From partnerships to which section 42(j)(5) applies for property placed in service before 1990				
	12b (2) Other than on line 12b(1) for property placed in service before 1990				
	12b (3) From partnerships to which section 42(j)(5) applies for property placed in service after 1989				
	12b (4) Other than on line 12b(3) for property placed in service after 1989				
	12c Qualified rehabilitation expenditures related to rental real estate activities (attach Form 3406) (see instructions)				
	12d Credits (other than credits shown on lines 12b and 12c) related to rental real estate activities (see instructions)				
	12e Credits related to other rental activities (see instructions)				
	13 Other credits (see instructions)				
	14a Accelerated depreciation of real property placed in service before 1987				
	14b Accelerated depreciation of leased personal property placed in service before 1987				
	14c Depreciation adjustment on property placed in service after 1986				
	14d Depletion (other than oil and gas)				
	14e (1) Gross income from oil, gas, or geothermal properties				
	14e (2) Deductions allocable to oil, gas, or geothermal properties				
	14f Other adjustments and tax preference items (attach schedule)				
	15a Type of income				
	15b Name of foreign country or U.S. possession				
	15c Total gross income from sources outside the U.S. (attach schedule)				
	15d Total applicable deductions and losses (attach schedule)				
	15e Total foreign taxes (check one): <input type="checkbox"/> Paid <input type="checkbox"/> Accrued				
	15f Reduction in taxes available for credit (attach schedule)				
	15g Other foreign tax information (attach schedule)				
	16a Total expenditures to which a section 59(a) election may apply				
	17 Type of expenditures				
	18 Total property distributions (including cash) other than dividends reported on line 19 below (attach schedule)				
	19 Other items and amounts required to be reported separately to shareholders (see instructions) (attach schedule)				
	20 Total dividend distributions paid from accumulated earnings and profits				
	Income (loss) (Required only if Schedule M-1 must be completed. Combine lines 1 through 6 in column (a). From the result, subtract the sum of lines 7 through 11a, 15e, and 16a)				
					-14,127

Balance Sheets		Beginning of tax year		End of tax year	
Assets		(a)	(b)	(c)	(d)
1	Cash		9,678		
2a	Trade notes and accounts receivable				
b	Less allowance for bad debts	7,648		21,584	
3	Inventories		7,648		21,584
4	U.S. Government obligations				
5	Tax-exempt securities				
6	Other current assets (attach schedule)				
7	Loans to shareholders				
8	Mortgage and real estate loans				
9	Other investments (attach schedule)				
10a	Buildings and other depreciable assets	88,973		88,973	
b	Less accumulated depreciation	81,016	7,957	84,656	4,317
11a	Depletable assets				
b	Less accumulated depletion				
12	Land (net of any amortization)				
13a	Intangible assets (amortizable only)	53,273		53,273	
b	Less accumulated amortization	42,623	10,650	45,287	7,986
14	Other assets (attach schedule)		5,870		5,895
15	Total assets		41,803		39,782
Liabilities and Shareholders' Equity					
16	Accounts payable		5,311		21,266
17	Mortgages, notes, bonds payable in less than 1 year				
18	Other current liabilities (attach schedule)		1,070		5,800
19	Loans from shareholders		21,099		21,099
20	Mortgages, notes, bonds payable in 1 year or more				
21	Other liabilities (attach schedule)				
22	Capital stock		1,000		1,000
23	Paid-in or capital surplus				12,058
24	Retained earnings		13,323		-21,441
25	Less cost of treasury stock				
26	Total liabilities and shareholders' equity		41,803		39,782

Reconciliation of Income per Books With Income per Return (You are not required to complete this schedule if the total assets on line 15, column (d), of Schedule L are less than \$25,000.)				
1	Net income per books	-32,809	5	Income recorded on books this year not included on Sch. K, lines 1 through 8 (Itemize):
2	Income included on Schedule K, lines 1 through 8, not recorded on books this year (Itemize):		a	Tax-exempt interest
3	Expenses recorded on books this year not included on Schedule K, lines 1 through 11a, 15a, and 16a (Itemize):		6	Deductions included on Schedule K, lines 1 through 11a, 15a, and 16a, not charged against book income this year (Itemize):
a	Depreciation		a	Depreciation
b	Travel and entertainment			
SEE ATTACHED SCHEDULE		18,682	7	Add lines 5 and 6
4	Add lines 1 through 3	-14,127	8	Income (loss) (Schedule K, line 20; Line 4 less line 7)
				-14,127

Analysis of Accumulated Adjustments Account, Other Adjustments Account, and Shareholders' Undistributed Taxable Income Previously Taxed (See instructions.)			
	(a) Accumulated adjustments account	(b) Other adjustments account	(c) Shareholders' undistributed taxable income previously taxed
1	Balance at beginning of tax year	37,644	-18,352
2	Ordinary income from page 1, line 21		
3	Other additions	498	
4	Loss from page 1, line 21	14,127	
5	Other reductions	2,454	
6	Combine lines 1 through 5	21,561	-18,352
7	Distributions other than dividend distributions		
8	Balance at end of tax year. Subtract line 7 from line 6	21,561	-18,352

Form **1120S**

U.S. Income Tax Return for an S Corporation

OMB No 1545-0130

Dept. of the Treasury
Internal Revenue Service

For calendar yr. 1990, or tax yr. beg _____, 1990 and _____, 19____

1990

▶ See separate instructions

A Date of election as an S corporation 1/01/74	Use IRS label. Other-wise, please print or type.	Name Lake Osborne Utility Co., Inc.	Number and street P.O. Box 3887	City or town, state, & ZIP code West Palm Beach, FL 33402	C Employer identification no. 59-1445994
B Business code no. (see Specific Inst.) 4990					D Date incorporated 6/01/72
			E Total assets (see Specific Inst.) \$ 41,803		

F Check applicable boxes: (1) Initial return (2) Final return (3) Change in address (4) Amended return

G Check box if this is an S corp. subject to the consolidated audit procedures of sections 6241 through 6245 (see instr. before checking this box) ▶

H Enter number of shareholders in the corporation at end of the tax year ▶ **1**

Caution: Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.

Income	1a Gross receipts/sales	76,453	b Less returns & allowances		c Bel ▶	1c	76,453	
	2 Cost of goods sold (Schedule A, line 7)					2	58,585	
	3 Gross profit (subtract line 2 from line 1c)					3	17,868	
	4 Net gain (loss) from Form 4797, Part II, line 16					4		
	5 Other income (see instructions) (attach schedule)					5		
	6 Total income (loss) - Combine lines 3 through 5					▶	6	17,868
Deductions (See instructions for limitations.)	7 Compensation of officers					7		
	8a Salaries & wages		b Less jobs credit		c Bel ▶	8c		
	9 Repairs					9	75	
	10 Bad debts					10		
	11 Rents					11		
	12 Taxes					12	181	
	13 Interest					13		
	14a Depreciation (see instructions)	4,322	14a					
	b Depreciation reported on Schedule A and elsewhere on return		14b					
	c Subtract line 14b from line 14a						14c	4,322
	15 Depletion (Do not deduct oil and gas depletion. See instructions.)						15	
16 Advertising						16		
17 Pension, profit-sharing, etc., plans						17		
18 Employee benefit programs						18		
19 Other deductions (attach schedule)						19	14,229	
20 Total deductions - Add lines 7 through 19					▶	20	18,807	
21 Ordinary income (loss) from trade or business activities - Subtract line 20 from line 6						21	-939	
Tax and Payments	22 Tax:							
	a Excess net passive income tax (attach schedule)		22a					
	b Tax from Schedule D (Form 1120S)		22b					
	c Add lines 22a and 22b (see instructions for additional taxes)						22c	
	23 Payments:							
	a 1990 estimated tax payments		23a					
	b Tax deposited with Form 7004		23b					
	c Credit for Federal tax on fuels (attach Form 4136)		23c					
	d Add lines 23a through 23c						23d	
	24 Enter any penalty for underpayment of estimated tax - Check <input type="checkbox"/> if Form 2220 is attached						24	
25 Tax due - If the total of lines 22c and 24 is larger than line 23d, enter amount owed. See instructions for depositary method of payment. ▶						25	0	
26 Overpayment - If line 23d is larger than the total of lines 22c and 24, enter amount overpaid ▶						26		
27 Enter amt. of line 26 you want Credited to 1991 est. tax ▶ Refunded ▶						27		

COPY

Please Sign Here

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

Signature of officer _____ Date _____ Title _____

Paid Preparer's Use Only

Preparer's signature	Date	Check if self-employed	Preparer's SSN
Nowlen, Holt & Miner, P.A.	04/04/91	<input type="checkbox"/>	263-80-0300
Firm's name for yours if self-employed and address	E.I. No.	ZIP code	
215 Fifth Street	59-2749772	33401	
West Palm Beach, Florida			

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

OMB No. 1545-0233
Expires 8/31/92

Employer identification number
59-1445994

Name of corporation
Lake Osborne Utility Co., Inc.

Number and street (or P.O. box number if mail is not delivered to street address)
P.O. Box 3887

City or town, state, and ZIP code
West Palm Beach, Florida 33402

- Check type of return to be filed:
- | | | | | |
|---------------------------------------|--|---------------------------------------|---|--|
| <input type="checkbox"/> Form 1120 | <input type="checkbox"/> Form 1120F | <input type="checkbox"/> Form 1120L | <input type="checkbox"/> Form 1120-POL | <input checked="" type="checkbox"/> Form 1120S |
| <input type="checkbox"/> Form 1120-A | <input type="checkbox"/> Form 1120-FSC | <input type="checkbox"/> Form 1120-ND | <input type="checkbox"/> Form 1120-REIT | <input type="checkbox"/> Form 990-C |
| <input type="checkbox"/> Form 1120-DF | <input type="checkbox"/> Form 1120-H | <input type="checkbox"/> Form 1120-PC | <input type="checkbox"/> Form 1120-RIC | <input type="checkbox"/> Form 990-T |

Form 1120F filers: Check here if you do not have an office or place of business in the U.S.

1a I request an automatic 6-month extension of time until **September 15, 1991**, to file the income tax return of the corporation named above for calendar year **1990** or tax year beginning 19..... and ending 19.....

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

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

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

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

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

..... **CPA** **3-14-91**
 (Signature of officer or agent) (Title) (Date)

Schedule A Cost of Goods Sold (See instructions)

1	Inventory at beginning of year	1	0
2	Purchases	2	58,585
3	Cost of labor	3	
4a	Additional section 263A costs (see instructions) (attach schedule)	4a	
4b	Other costs (attach schedule)	4b	
5	Total -- Add lines 1 through 4b	5	58,585
6	Inventory at end of year	6	0
7	Cost of goods sold -- Subtract line 6 from line 5. Enter here and on line 2, page 1	7	58,585

8a Check all methods used for valuing closing inventory:

- (i) Cost
- (ii) Lower of cost or market as described in Regulations section 1.471-4
- (iii) Writedown of "subnormal" goods as described in Regulations section 1.471-2(c)
- (iv) Other (specify method used and attach explanation) ▶

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

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

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

e Was there any change in determining quantities, cost, or valuations between opening and closing inventory? Yes No

If "Yes," attach explanation.

Additional Information Required (continued from page 1)

	Yes	No
I Did you at the end of the tax year own, directly or indirectly, 50% or more of the voting stock of a domestic corporation? For rules of attribution, see section 267(c). If "Yes," attach a schedule showing: (1) name, address, and employer identification number; and (2) percentage owned.		X
J Refer to the list in the instructions and state your principal: (1) Business activity ▶ <u>Utilities</u> (2) Product/service ▶ <u>Water</u>		
K Were you a member of a controlled group subject to the provisions of section 1561?		X
L At any time during the tax year, did you have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? (See instructions for exceptions and filing requirements for form TD F 90-22.1.) If "Yes," enter the name of the foreign country ▶		X
M Were you the grantor of, or transferor to, a foreign trust that existed during the current tax year, whether or not you have any beneficial interest in it? If "Yes," you may have to file Forms 3520, 3520-A, or 926		X
N During this tax year did you maintain any part of your accounting/tax records on a computerized system?	X	
O Check method of accounting: (1) <input type="checkbox"/> Cash (2) <input checked="" type="checkbox"/> Accrual (3) <input type="checkbox"/> Other (specify) ▶		
P Check this box if the S corporation has filed or is required to file Form 8264, Application for Registration of a Tax Shelter.		
Q Check this box if the corporation issued publicly offered debt instruments with original issue discount. If so, the corporation may have to file Form 8281, Information Return for Publicly Offered Original Issue Discount Instruments.		
R If the corporation: (1) filed its election to be an S corporation after 1986, (2) was a C corporation before it elected to be an S corporation or the corporation acquired an asset with a basis determined by reference to its basis (or the basis of any other property) in the hands of a C corporation, and (3) has net unrealized built-in gain (defined in section 1374(d)(1)) in excess of the net recognized built-in gain from prior years, enter the net unrealized built-in gain reduced by net recognized built-in gain from prior years (see instructions) ▶ \$		
S Check this box if the corporation had subchapter C earnings & profits at the close of the tax year (see instructions) ▶ <input type="checkbox"/>		

Designation of Tax Matters Person (See instructions.)

Enter below the shareholder designated as the tax matters person (TMP) for the tax year of this return:

Name of designated TMP ▶ Joseph D. Farish, Jr. Identifying number of TMP ▶ 256-28-1534

Address of designated TMP ▶ 316 First Street, West Palm Beach, Florida 33401

Schedule K Shareholders' Shares of Income, Credits, Deductions, Etc.

		(a) Pro-rata share items	(b) Total amount	
Income (Loss)	1	Ordinary income (loss) from trade or business activities (page 1, line 21)	1	-939
	2	Net income (loss) from rental real estate activities (attach Form 9825)	2	
	3a	Gross income from other rental activities	3a	
	b	Less expenses (attach schedule)	3b	
	c	Net income (loss) from other rental activities	3c	
	4	Portfolio income (loss):		
	a	Interest income	4a	
	b	Dividend income	4b	
	c	Royalty income	4c	
	d	Net short-term capital gain (loss) (attach Schedule D (Form 1120S))	4d	
e	Net long-term capital gain (loss) (attach Schedule D (Form 1120S))	4e		
f	Other portfolio income (loss) (attach schedule)	4f		
5	Net gain (loss) under section 1231 (other than due to casualty or theft) (attach Form 4797)	5		
6	Other income (loss) (attach schedule)	6		
Deductions	7	Charitable contributions (see instructions) (attach list)	7	
	8	Section 179 expense deduction (attach Form 4562)	8	
	9	Deductions related to portfolio income (loss) (see instructions) (itemize)	9	
	10	Other deductions (attach schedule)	10	
Investment Interest	11a	Interest expense on investment debts	11a	
	b (1)	Investment income included on lines 4a through 4f above	11b(1)	
	(2)	Investment expenses included on line 9 above	11b(2)	
Credits	12a	Credit for alcohol used as a fuel (attach Form 6478)	12a	
	b	Low-income housing credit (see instructions):		
	(1)	From partnerships to which section 42(j)(5) applies for property placed in service before 1990	12b(1)	
	(2)	Other than on line 12b(1) for property placed in service before 1990	12b(2)	
	(3)	From partnerships to which section 42(j)(5) applies for property placed in service after 1989	12b(3)	
	(4)	Other than on line 12b(3) for property placed in service after 1989	12b(4)	
	c	Qualified rehabilitation expenditures related to rental real estate activities (attach Form 3468)	12c	
	d	Credits (other than credits shown on lines 12b and 12c) related to rental real estate activities (see instructions)	12d	
e	Credits related to other rental activities (see instructions)	12e		
13	Other credits (see instructions)	13		
Adjustments and Tax Preference Items	14a	Accelerated depreciation of real property placed in service before 1987	14a	
	b	Accelerated depreciation of leased personal property placed in service before 1987	14b	
	c	Depreciation adjustment on property placed in service after 1986	14c	
	d	Depletion (other than oil and gas)	14d	148
	e (1)	Gross income from oil, gas, or geothermal properties	14e(1)	
	(2)	Deductions allocable to oil, gas, or geothermal properties	14e(2)	
f	Other adjustments and tax preference items (attach schedule)	14f		
Foreign Taxes	15a	Type of income ▶		
	b	Name of foreign country or U.S. possession ▶		
	c	Total gross income from sources outside the U.S. (attach schedule)	15c	
	d	Total applicable deductions and losses (attach schedule)	15d	
	e	Total foreign taxes (check one): <input type="checkbox"/> Paid <input type="checkbox"/> Accrued	15e	
	f	Reduction in taxes available for credit (attach schedule)	15f	
	g	Other foreign tax information (attach schedule)	15g	
Other Items	16a	Total expenditures to which a section 59(e) election may apply	16a	
	b	Type of expenditures ▶		
	17	Total property distributions (including cash) other than dividends reported on line 19 below	17	
	18	Other items and amounts required to be reported separately to shareholders (see instructions) (attach schedule)		
	19	Total dividend distributions paid from accumulated earnings and profits	19	
20	Income (loss) (Required only if Schedule M-1 must be completed.) - Combine lines 1 through 6 in column (b). From the result subtract the sum of lines 7 through 11a, 15e, and 16a	20	-939	

U.S. Income Tax Return for an S Corporation

OMB No. 1545-0130

Form 1120S
Dept of the Treasury
Internal Revenue Service

For calendar yr. 1989, or tax yr. beginning 1989, ending 1989, ending
For Paperwork Reduction Act Notice, see page 1 of the instructions.

1989

A Date of election as an S corporation
1/01/74
B Business code no. (see Specific Inst.)
4990

Name Number and street City or town, state, & ZIP code
Lake Osborne Utility Co., Inc.
P.O. Box 3887
West Palm Beach, FL 33402

C Employer ID number
59-1445994
D Date incorporated
6/01/72
E Total assets (see Specific Inst.)
44,284

F Check applic. boxes: (1) Initial return (2) Final return (3) Change in address (4) Amended return

G Check box if S corporation is subject to consolidated audit procedures of sec. 6241 through 6245 (see inst. before checking box)

H Enter number of shareholders in the corporation at end of the tax year

Caution: Include only trade or business income and expenses on lines 1a through 21. See the instructions for more information.

Income

1a	Gross receipts/sales	84,399	b Less returns and allow.		1c	84,399
2	Cost of goods sold and/or operations (Schedule A, line 7)				2	6,412
3	Gross profit (subtract line 2 from line 1c)				3	19,987
4	Net gain (or loss) from Form 4797, line 18 (see instructions)				4	
5	Other income (see instructions - attach schedule)				5	
6	Total income (loss) - Combine lines 3, 4, and 5 and enter here				6	19,987

Deductions (See instructions for limitations.)

7	Compensation of officers		b Less jobs credit		7	
8a	Salaries & wages				8c	
9	Repairs				9	1,941
10	Bad debts (see instructions)				10	
11	Rents				11	
12	Taxes				12	2,305
13	Interest (see instructions)				13	11
14a	Depreciation (attach form 4562) (see instructions)	14a	4,381			
	b Depreciation reported on Schedule A and elsewhere on return	14b				
	c Subtract line 14b from line 14a			14c		4,381
15	Depletion (Do not deduct oil and gas depletion. See instructions)			15		
16	Advertising			16		
17	Pension, profit-sharing, etc. plans			17		
18	Employee benefit programs			18		
19	Other deductions (attach schedule)			19		4,069
20	Total deductions - Add lines 7 through 19 and enter here			20		22,707
21	Ordinary income (loss) from trade or business activities - Subtract line 20 from line 6			21		-2,720

COPY

Tax and Payments

22	Tax:					
	a Excess net passive income tax (attach schedule)	22a				
	b Tax from Schedule D (Form 1120S)	22b				
	c Add lines 22a and 22b (see instructions for additional taxes)			22c		
23	Payments:					
	a Tax deposited with Form 7004	23a				
	b Credit for Federal tax on fuels (attach Form 4136)	23b				
	c Add lines 23a and 23b			23c		
24	Tax due -- If line 22c is larger than line 23c, enter amount owed. See instructions for Paying the Tax				24	
25	Overpayment -- If line 23c is larger than line 22c, enter amount overpaid				25	

Please Sign Here

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

Signature of officer _____ Date _____ Title _____

Paid Preparer's Use Only
Preparer's signature _____ Date 03/23/90 Check if self-employed Preparer's SSN 263-80-0300
Firm's name (or yours if self-employed) and address
Nowlen, Holt & Miner, P.A.
215 Fifth Street, Suite 200
West Palm Beach, Florida
E.I. No. 59-2749772
ZIP code 33401

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

OMB No. 1545-0233
 Expires 6-31-92

Name of corporation

Lake Osborne Utilities, Inc.

Employer identification number

59-1445994

Number and street (or P.O. box number if mail is not delivered to street address)

P.O. Box 3887

City or town, state, and ZIP code

West Palm Beach, Florida 33402

Check type of return to be filed:

- | | | | | |
|---------------------------------------|--|---------------------------------------|---|--|
| <input type="checkbox"/> Form 1120 | <input type="checkbox"/> Form 1120F | <input type="checkbox"/> Form 1120L | <input type="checkbox"/> Form 1120-POL | <input checked="" type="checkbox"/> Form 1120S |
| <input type="checkbox"/> Form 1120-A | <input type="checkbox"/> Form 1120-FSC | <input type="checkbox"/> Form 1120-ND | <input type="checkbox"/> Form 1120-REIT | <input type="checkbox"/> Form 990-C |
| <input type="checkbox"/> Form 1120-DF | <input type="checkbox"/> Form 1120-H | <input type="checkbox"/> Form 1120-PC | <input type="checkbox"/> Form 1120-RIC | <input type="checkbox"/> Form 990-T |

Form 1120F filers: Check here if you do not have an office or place of business in the U.S.

1a I request an automatic 6-month extension of time until September 15, 1990, to file the income tax return of the corporation named above for calendar year 1989, or tax year beginning _____, 19____, and ending _____, 19____.

b If this tax year is for less than 12 months, check reason:

- Initial return Final return Change in accounting period Consolidated return to be filed

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

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

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

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

(Signature of officer or agent)

CPA
 (Title)

3-13-90
 (Date)

Schedule A Cost of Goods Sold and/or Operations (See instructions for Schedule A.)

1	Inventory at beginning of year	1	
2	Purchases	2	64,412
3	Cost of labor	3	
4a	Additional section 263A costs (attach schedule) (see instructions)	4a	
4b	Other costs (attach schedule)	4b	
5	Total -- Add lines 1 through 4b	5	64,412
6	Inventory at end of year	6	
7	Cost of goods sold and/or operations -- Subtract line 6 from line 5. Enter here and on line 2, page 1.	7	64,412

8a Check all methods used for valuing closing inventory:

- (i) Cost
- (ii) Lower of cost or market as described in Regulations section 1.471-4
- (iii) Writedown of "subnormal" goods as described in Regulations section 1.471-2(c)
- (iv) Other (specify method used and attach explanation) ▶

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

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

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

e Was there any change in determining quantities, cost, or valuations between opening and closing inventory? . . . Yes No
If "Yes," attach explanation.

Additional Information Required (continued from page 1)

	Yes	No
I Did you at the end of the tax year own, directly or indirectly, 50% or more of the voting stock of a domestic corporation? For rules of attribution, see section 267(c). If "Yes," attach a schedule showing: (1) name, address, and employer identification number; and (2) percentage owned.		X
J Refer to the listing of business activity codes at the end of the instructions for Form 1120S and state your principal: (1) Business activity ▶ <u>Utilities</u> (2) Product/service ▶ <u>Water</u>		
K Were you a member of a controlled group subject to the provisions of section 1561?	X	
L At any time during the tax year, did you have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? (See instructions for exceptions and filing requirements for form TD F 90-22.1.) If "Yes," enter the name of the foreign country ▶		X
M Were you the grantor of, or transferor to, a foreign trust which existed during the current tax year, whether or not you have any beneficial interest in it? If "Yes," you may have to file Form 3520, 3520-A, or 926		X
N During this tax year did you maintain any part of your accounting/tax records on a computerized system?	X	
O Check method of accounting: (1) <input type="checkbox"/> Cash (2) <input checked="" type="checkbox"/> Accrual (3) <input type="checkbox"/> Other (specify) ▶		
P Check this box if the S corporation has filed or is required to file Form 8264, Application for Registration of a Tax Shelter ▶ <input type="checkbox"/>		
Q Check this box if the corporation issued publicly offered debt instruments with original issue discount ▶ <input type="checkbox"/> If so, the corporation may have to file Form 8281, Information Return for Publicly Offered Original Issue Discount Instruments.		
R If the corporation: (1) filed its election to be an S corporation after December 31, 1986, (2) was a C corporation prior to making the election, and (3) at the beginning of the tax year has net unrealized built-in gain as defined in section 1374(d)(1), enter the net unrealized built-in gain (see instructions) ▶		

Designation of Tax Matters Person (See instructions.)

Enter below the shareholder designated as the tax matters person (TMP) for the tax year of this return:

Name of designated TMP ▶ Joseph D. Parish, Jr. Identifying number of TMP ▶ 256-28-1534

Address of designated TMP ▶ 316 First Street, West Palm Beach, Florida 33401

Schedule E Shareholders' Shares of Income, Credits, Deductions, Etc. (See instructions.)
 (a) Pro rata share items

Income (Loss) and Deductions		b) Total amount	
1	Ordinary income (loss) from trade or business activities (page 1, line 21)	1	-2,720
2a	Gross income from rental real estate activities	2a	
b	Less expenses (attach schedule)	2b	
c	Net income (loss) from rental real estate activities	2c	
3a	Gross income from other rental activities	3a	
b	Less expenses (attach schedule)	3b	
c	Net income (loss) from other rental activities	3c	
4	Portfolio income (loss):	4	
a	Interest income	4a	
b	Dividend income	4b	
c	Royalty income	4c	
d	Net short-term capital gain (loss) (Schedule D (Form 1120S))	4d	
e	Net long-term capital gain (loss) (Schedule D (Form 1120S))	4e	
f	Other portfolio income (loss) (attach schedule)	4f	
5	Net gain (loss) under section 1231 (other than due to casualty or theft) (see instructions)	5	
6	Other income (loss) (attach schedule)	6	
7	Charitable contributions (attach list)	7	
8	Section 179 expense deduction (attach Form 4562)	8	
9	Expenses related to portfolio income (loss) (attach schedule) (see instructions)	9	
10	Other deductions (attach schedule)	10	53

Credits

11a	Credit for alcohol used as a fuel (attach Form 6478)	11a	
b	Low-income housing credit: (1) From partnerships to which section 42(j)(5) applies	11b(1)	
	(2) Other than on line 11b(1)	11b(2)	
c	Qualified rehabilitation expenditures related to rental real estate activities (attach schedule)	11c	
d	Credits (other than credits shown on lines 11b and 11c) related to rental real estate activities (attach schedule)	11d	
e	Credits related to other rental activities (see instructions) (attach schedule)	11e	
12	Other credits and expenditures (attach schedule)	12	

Investment Interest

13a	Interest expense on investment debts	13a	
b	(1) Investment income included on lines 4a through 4f above	13b(1)	
	(2) Investment expenses included on line 9 above	13b(2)	

Adjustments and Tax Preference Items

14a	Accelerated depreciation of real property placed in service before 1987	14a	
b	Accelerated depreciation of leased personal property placed in service before 1987	14b	
c	Depreciation adjustment on property placed in service after 1986	14c	
d	Depletion (other than oil and gas)	14d	207
e	(1) Gross income from oil, gas, or geothermal properties	14e(1)	
	(2) Deductions allocable to oil, gas, or geothermal properties	14e(2)	
f	Other adjustments and tax preference items (attach schedule)	14f	

Foreign Taxes

15a	Type of income		
b	Name of foreign country or U.S. possession		
c	Total gross income from sources outside the U.S. (attach schedule)		
d	Total applicable deductions and losses (attach schedule)	15c	
e	Total foreign taxes (check one): <input type="checkbox"/> Paid <input type="checkbox"/> Accrued	15d	
f	Reduction in taxes available for credit (attach schedule)	15e	
g	Other foreign tax information (attach schedule)	15f	
		15g	

Other Items

16	Total property distributions (including cash) other than dividends reported on line 18 below	16	
17	Other items and amounts not included in lines 1 through 16 above, that are required to be reported separately to shareholders (attach schedule)		
18	Total dividend distributions paid from accumulated earnings and profits contained in other retained earnings (line 27, Schedule L)	18	

Exhibit II.L

Crystal River Utilities, Inc. conducted on site investigations of the system being acquired and it appeared to be in satisfactory condition. A review of the DEP files on this system showed no current violations of applicable standards and that the system was in compliance. No major repairs or improvements to the consecutive system were found.

Exhibit V.A

The utility is a consecutive water system, reselling finished water provided by the city of Lake Worth through a master meter owned by the city. There are no treatment facilities or land owned by the utility. The distribution lines are owned by the utility and lie within easements and public right of ways.

Exhibit V.B

The attached tariff applies to all systems currently owned by Crystal River Utilities, Inc. and for systems pending approval of certificate transfer. The following are pages that have been added or amended to reflect the addition of Lake Osborne water system.

Pages Added

Original Sheet No. 18.5.A
Original Sheet No. 20.5.A
Original Sheet No. 23.5.A

Pages Amended

Original Sheet No. 3.0
Original Sheet No. 3.5.A
Original Sheet No. 4.0

Last Revision
12/5/96

WATER TARIFF

CRYSTAL RIVER UTILITIES, INC.
NAME OF COMPANY

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

WATER TARIFF

CRYSTAL RIVER UTILITIES, INC.
NAME OF COMPANY

P.O. BOX 520247

LONGWOOD, FL 32752

(ADDRESS OF COMPANY)

(800) 516-5390 (800) 818-7092
(Business & Emergency Telephone Numbers)

FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

ROBERT STERLING III
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

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Territory Served Index	3.0
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Rates and Charges Schedules	17.0
Rules and Regulations	6.0
Service Availability Policy	30.0
Standard Forms	25.0
Technical Terms and Abbreviations	5.0

EFFECTIVE DATE:
TYPE OF FILING:

ROBERT STERLING III
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

TERRITORY SERVED INDEX

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SUMTER	3.2
LAKE	3.3
POLK	3.4
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EFFECTIVE DATE:
TYPE OF FILING:

ROBERT STERLING III
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

TERRITORY SERVED

CERTIFICATE NUMBER -

COUNTY - CITRUS

COMMISSION ORDER(S) APPROVING TERRITORY SERVED -

Order Number

Date Issued

Docket Number

Filing Type

EFFECTIVE DATE:
TYPE OF FILING:

(Continued to Sheet No. 3.1.A)

ROBERT STERLING III
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.
WATER TARIFF

ORIGINAL SHEET NO. 3.1A

**DESCRIPTION OF TERRITORY SERVED
FORMERLY SEVEN RIVERS UTILITIES, INC.**

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

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

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

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

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

From a Point of Commencement Being the SE Corner of Section 36, Township 19 South, Range 17 East North a distance of 1966.84 Feet to the POINT OF BEGINNING on the North R/W of Meadow Street. Thence S 89d 44' 44" W, 332.02 Feet to a point. Thence leaving the R/W N 00d 04' 49" E, 623.43 Feet to a point. Thence S 89d 29' 56" E, 331.05 Feet to a point. Thence S 00d 05' 32" E, 622.00 Feet to the POINT OF BEGINNING, FURTHER being the E $\frac{1}{2}$ of Lot 22 within Section 36, TOWNSHIP 19 SOUTH, RANGE 17 EAST.

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

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

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

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

EFFECTIVE DATE:
TYPE OF FILING:

ROBERT STERLING III
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

DESCRIPTION OF TERRITORY SERVED
FORMERLY DEMETREE INDUSTRIES, INC.

Township 19 South, Range 18 East

Section 19

The Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 19.

EFFECTIVE DATE:
TYPE OF FILING:

ROBERT STERLING III
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.
WATER TARIFF

ORIGINAL SHEET NO. 3.1.C

DESCRIPTION OF TERRITORY SERVED
FORMERLY LANDS INC. OF RHINELANDER

Township 19 South - Range 20 East

Section 34

The Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ less and except Right-of-Way of U.S. Highway No. 41 and other peripheral roadways and easements as may exist.

EFFECTIVE DATE:
TYPE OF FILING:

ROBERT STERLING III
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

DESCRIPTION OF TERRITORY
FORMERLY SUMTER WATER COMPANY, INC.

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

TOWNSHIP 22 SOUTH, RANGE 21 EAST, SECTION 12

The SW $\frac{1}{4}$ of SE $\frac{1}{4}$ of NE $\frac{1}{4}$; the 660 South feet of the SW $\frac{1}{4}$ of NE $\frac{1}{4}$, LESS the West 480 feet
THEREOF; the North 736 feet of NW $\frac{1}{4}$ of SE $\frac{1}{4}$, LESS the West 489 feet THEREOF.

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

The SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ lying West of US Highway No. 301; and the SE $\frac{1}{4}$ of the SW
 $\frac{1}{4}$ of the NW $\frac{1}{4}$ and SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$
and the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ lying West of
US Highway No. 301; thereof, all being in Section 7, Township 22 South, Range 22 East, also the
SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$; thereof, all being in
Section 12, Township 22 South, Range 21 East, Sumter County, Florida.

EFFECTIVE DATE:
TYPE OF FILING:

ROBERT STERLING III
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

DESCRIPTION OF TERRITORY SERVED
FORMERLY HAINES CREEK MOBILE HOMESITES WATERWORKS, INC.

In Section 12, Township 19 South, Range 25 East:

Commence at the Northwest corner of said Section 12 for a Point of Beginning; thence run East along said section line 825 feet to the East Boundary of Learn's Road; thence South 500 feet; thence West 200 feet; thence South 1390 feet to the North right-of-way line of Haines Creek Road; thence West along said right-of-way line 630 feet to the West section line of said Section 12; thence North along said section line 1870 feet to the Point of Beginning.

In Section 11, Township 19 South, Range 25 East:

Commence at the Northeast corner of said Section 11, for a Point of Beginning; thence S. 89 degrees 55' 30" West along the North line of the Northeast $\frac{1}{4}$ of said Section, 142.86 feet to a point on the West right-of-way line of County Road No. 473, said point being 40 feet from the centerline of said county road; thence S. 00 degrees 07' 47" W. along said West right-of-way line, 720.08 feet to the point of beginning; thence continue S. 00 degrees 07' 47" W. along said West right-of-way line, 612.00 feet; thence departing said West right-of-way line and run N. 89 degrees 56' 23" W.; 660.00 feet; thence N. 00 degrees 07' 50" E., 183.67 feet; thence N. 36 degrees 22' 38" E., 501.98 feet; thence N. 86 degrees 18' 09" E., 364.00 feet to the point of beginning, containing 7.63 acres, more or less.

EFFECTIVE DATE:
TYPE OF FILING:

ROBERT STERLING III
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

DESCRIPTION OF TERRITORY SERVED
FORMERLY RAVENSWOOD WATER SYSTEM

In Township 20 south, Range 24 East, Lake County, Florida:

Section 2: Commence at the Southwest corner of said Section 2; thence run North 792 feet along the west section line of said Section 2 for a Point of Beginning; thence run North along the west section line of said Section 2 739.69 feet; thence South 89 degrees 37 minutes 00 seconds East 313.77 feet; thence South 25 degrees 27 minutes 20 seconds East 820.89 feet; thence North 89 degrees 41 minutes 30 seconds West 666.60 feet to Point of Beginning.

Section 3: Commence at the southeast corner of said Section 3; thence run North 792 feet along the east section line of said Section 3 for a Point of Beginning; thence run North 89 degrees 45 minutes 00 seconds West 1043.23 feet; thence North 739.69 feet; thence South 89 degrees 45 minutes 00 seconds East 1043.23 feet; thence south 739.69 feet to Point of Beginning.

EFFECTIVE DATE:
TYPE OF FILING:

ROBERT STERLING III
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

DESCRIPTION OF TERRITORY SERVED
FORMERLY ROSALIE OAKS UTILITIES CORPORATION

Commence at the NE corner of Section 29, Township 29 South, Range 29 East, Polk County, Florida, and run South, along the East boundary of said Section 29, 1566.41 feet; thence North 79 degrees 24' 10" West, 908.44 feet to the centerline of Camp Mack Road; thence along said centerline, south 50 degrees 9' 10" West, 123.40 feet to the beginning of a curve to the left having a central angle of 8 degrees 47' 20" and the radius of 2752.18 feet; thence along said curve, for an arc length of 422.17 feet to the end of said curve; thence South 41 degrees 21' 50" West, 143.88 feet; Thence South 35 degrees 24' 10" East, 51.36 feet to the point of beginning for this description; From said point of beginning, continue thence South 35 degrees 24' 10" East, 134.10 feet to the beginning of a curve to the left having a central angle of 90 degrees and a radius of 20 feet; thence along said curve, for an arc length of 31.42 feet to end of said curve; thence North 54 degrees 35' 50" East, 100 feet; thence South 35 degrees 24' 10" East, 175 feet; thence North 54 degrees 35' 50" East, 200 feet; thence North 35 degrees 24' 10" West, 115 feet; thence North 54 degrees 35' 50" East, 320.95 feet to the beginning of a curve to the right having a central angle of 46 degrees and radius of 205.58 feet; thence along said curve, for an arc length of 165.05 feet, to the end of said curve; for an arc length of 165.05 feet, to the end of said curve; thence South 79 degrees 24' 10" East, 110.01 feet to the beginning of a curve to the right having a central angle of 164 degrees and a radius of 51.98 feet; thence along said curve for an arc length of 121.57 feet to the end of said curve; thence South 35 degrees 24' 10" East, 185 feet; thence South 54 degrees 35' 50" West, 707.86 feet; thence South 35 degrees 24' 10" East 72.74 feet; thence South 69 degrees 24' 10" East, 148.94 feet; thence North 20 degrees 35' 50" East, 10 feet to the beginning of a curve to the right, whose tangent bears South 69 degrees 18' 44" East, and has a central angle of 21 degrees 52' 22" and a radius of 3180 feet; thence along said curve Southeasterly, for an arc length of 1213.97 feet to the end of said curve, and the beginning of a curve to the left having a central angle of 22 degrees 50' 30" and a radius of 260 feet; thence along said curve for an arc length of 103.65 feet to the end of said curve, thence South 70 degrees 16' 52" East, 706.24 feet; thence South 10 degrees 16' 52" East, 400.69 feet; thence North 73 degrees 24' West, 870.32 feet to the beginning of a curve to the right having a central angle of 25 degrees 57' 38" and a radius of 655 feet to the end of said curve, and the beginning of a curve to the left having a central angle of 21 degrees 57' 48" and a radius of 2785 feet; thence along said curve for an arc length of 1067.58 feet to the end of said curve, thence North 69 degrees 24' 10" West, 342.13 feet; thence North 35 degrees 24' 10" West, 538.72 feet; thence North 54 degrees 35' 50" East, 210 feet; thence North 35 degrees 24' 10" West, 190.58 feet; thence North 41 degrees 21' 50" East, 102.73 feet to the point of beginning.

EFFECTIVE DATE:

TYPE OF FILING:

ROBERT STERLING III
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

DESCRIPTION OF TERRITORY SERVED
FORMERLY LAKE OSBORNE UTILITIES COMPANY, INC.

In Township 44 South, Range 43 East.

Section 32 - That part of the East $\frac{1}{2}$ lying East and South of the center line of Lake Osborne Drive.

Section 33 - That part of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ lying west of the west right-of-way of Seaboard Air Line Railway right-of-way; the south 330.11 feet of the south $\frac{1}{2}$ of the southwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ also lying west of the west right-of-way of the Seaboard Air Line Railroad.

EFFECTIVE DATE:
TYPE OF FILING:

ROBERT STERLING III
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

COMMUNITIES SERVED LISTING

<u>County Name</u>	<u>Development Name</u>	<u>Rate Schedules</u>	<u>Sheet No</u>
Citrus	Seven Rivers	GS, RS	18.1.A,20.1.A
	Demetree	GS, RS	18.1.B,20.1.C
	Lands, Inc.	GS, RS	18.1.C,20.1.B
Sumter	Sumter	GS, RS	18.2.A,20.2.A
Lake	Ravenswood	GS, RS	18.3.A,20.3.A
	Haines Creek	GS, RS	18.3.B,20.3.B
	Rosalie	GS, RS	18.4.A,20.4.A
Palm Beach	Lake Osborne	GS, RS	18.5.A,20.5.A

EFFECTIVE DATE:
TYPE OF FILING:ROBERT STERLING III
ISSUING OFFICERPRESIDENT
TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

TECHNICAL TERMS AND ABBREVIATIONS

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

EFFECTIVE DATE:

TYPE OF FILING:

ROBERT STERLING III
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 5.0)

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

EFFECTIVE DATE:
TYPE OF FILING:

ROBERT STERLING III
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

INDEX OF RULES AND REGULATIONS

	<u>Sheet Number:</u>	<u>Rule Number:</u>
Access to Premises	10.0	13.0
Adjustment of Bills	11.0	23.0
Adjustment of Bills for Meter Error	11.0	24.0
All Water Through Meter	11.0	22.0
Applications.....	8.0	3.0
Applications by Agents	8.0	4.0
Change of Customer's Installation	9.0	10.0
Continuity of Service	9.0	8.0
Customer Billing.....	10.0	15.0
Delinquent Bills	10.0	16.0
Extensions	8.0	6.0
Filing of Contracts	11.0	26.0
General Information	8.0	1.0
Inspection of Customer's Installation	9.0	11.0
Limitation of Use	8.0	7.0
Meters	11.0	21.0

EFFECTIVE DATE:

TYPE OF FILING:

(Continued to Sheet No. 7.0)

ROBERT STERLING III
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 6.0)

	Sheet Number:	Rule Number:
	11.0	25.0
Meter Accuracy Requirements		
Payment of Water and Wastewater Service Bills Concurrently	10.0	17.0
Policy Dispute	8.0	2.0
Protection of Company's Property	9.0	12.0
Refusal or Discontinuance of Service.....	8.0	5.0
Right of Way or Easements	10.0	14.0
Termination of Service	10.0	18.0
Type and Maintenance	9.0	9.0
Unauthorized Connections - Water	11.0	20.0

EFFECTIVE DATE:
TYPE OF FILING:

ROBERT STERLING III
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

RULES AND REGULATIONS

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

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

- 2.0 **POLICY DISPUTE** - Any dispute between the Company and the customer or prospective customer regarding the meaning or application of any provision of this tariff shall upon written request by either party be resolved by the Florida Public Service Commission.
- 3.0 **APPLICATION** - In accordance with Rule 25-30.310, Florida Administrative Code, a signed application is required prior to the initiation of service.
- 4.0 **APPLICATIONS BY AGENTS** - Applications for water service requested by firms, partnerships, associations, corporations, and others shall be rendered only by duly authorized parties or agents.
- 5.0 **REFUSAL OR DISCONTINUANCE OF SERVICE** - The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business in accordance with Rule 25-30.320, Florida Administrative Code.
- 6.0 **EXTENSIONS** - Extensions will be made to the Company's facilities in compliance with Commission Rules and Orders and the Company's tariff.
- 7.0 **LIMITATION OF USE** - Water service purchased from the Company shall be used by the customer only for the purposes specified in the application for water service and the customer shall not sell or otherwise dispose of such water service supplied by the company.

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

EFFECTIVE DATE:

TYPE OF FILING:

ROBERT STERLING III
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 8.0)

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 water service and, having used reasonable diligence, shall not be liable to the customer for failure or interruption of continuous water service.

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

9.0 **TYPE AND MAINTENANCE** - 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 water service; the Company reserves the right to discontinue or withhold water service to such apparatus or device.

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

11.0 **INSPECTION OF CUSTOMER'S INSTALLATION** - All customer's water service installations or changes shall be inspected upon completion by a competent authority to ensure that the customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and local Laws and Governmental Regulations. Where Municipal or other Governmental inspection is required by local Rules and Ordinances, the Company cannot render water service until such inspection has been made and a formal notice of approval from the inspecting authority has been received by the Company.

Notwithstanding the above, the Company reserves the right to inspect the customer's installation prior to rendering water service, and from time to time thereafter, but assumes no responsibility whatsoever for any portion thereof.

12.0 **PROTECTION OF COMPANY'S PROPERTY** - The customer shall exercise reasonable diligence to protect the Company's property. If the customer is found to have tampered with any utility property or refuses to correct any problems reported by the utility, service may be discontinued in accordance with Rule 25-30.320, Florida Administrative Code.

EFFECTIVE DATE:
TYPE OF FILING:

ROBERT STERLING III
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 9.0)

In the event of any loss or damage to property of the Company caused by or arising out of carelessness, neglect, or misuse by the customer, the cost of making good such loss or repairing such damage shall be paid by the customer.

- 13.0 ACCESS TO PREMISES - In accordance with Rule 25-30.320(2)(f), Florida Administrative Code, the company shall provide the duly authorized agents of the Company access at all reasonable hours to its property. If reasonable access is not provided, service may be discontinued pursuant to the above rule.
- 14.0 RIGHT OF WAY OR EASEMENTS - The customer shall grant or cause to be granted to the Company, and without cost to the Company, all rights, easements, permits, and privileges which are necessary for the rendering of water service.
- 15.0 CUSTOMER BILLING - Bills for water service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule.
- In accordance with Rule 25-30.335, Florida Administrative Code, the utility may not consider a customer delinquent in paying his or her bill until the twenty-first day after the utility has mailed or presented the bill for payment.
- A municipal or county franchise tax levied upon a water or wastewater public utility shall not be incorporated into the rate for water or wastewater service but shall be shown as a separate item on the utility's bills to its customers in such Municipality or County.
- If a utility utilizes the base facility and usage charge rate structure and does not have a Commission authorized vacation rate, the utility shall bill the customer the base facility charge regardless of whether there is any usage.
- 16.0 DELINQUENT BILLS - When it has been determined that a customer is delinquent in paying any bill, water service may be discontinued after the Company has mailed or presented a written notice to the customer in accordance with Rule 25-30.320, Florida Administrative Code.
- 17.0 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 water service bill rendered by the Company to a customer shall not be accepted by the Company without the simultaneous or concurrent payment of any wastewater service bill rendered by the Company.
- 18.0 TERMINATION OF SERVICE - When a customer wishes to terminate service on any premises where water service is supplied by the Company with water service, the Company may require reasonable notice to the Company in accordance with Rule 25-30.325, Florida Administrative Code.

EFFECTIVE DATE:
TYPE OF FILING:

ROBERT STERLING III
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

(Continued from Sheet No. 10.0)

- 20.0 UNAUTHORIZED CONNECTIONS - WATER - Any unauthorized connections to the customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
- 21.0 METERS - All water meters shall be furnished by and remain the property of the Company and shall be accessible and subject to its control, in accordance with Rule 25-30.230, Florida Administrative Code.
- 22.0 ALL WATER THROUGH METER - That portion of the customer's installation for water service shall be so arranged to ensure that all water service shall pass through the meter. No temporary pipes, nipples or spaces are permitted and under no circumstances are connections allowed which may permit water to by-pass the meter or metering equipment.
- 23.0 ADJUSTMENT OF BILLS - When a customer has been undercharged as a result of incorrect application of the rate schedule, incorrect reading of the meter, incorrect connection of the meter, or other similar reasons, the amount may be billed to the customer as the case may be pursuant to Rule 25-30.350, Florida Administrative Code.
- 24.0 ADJUSTMENT OF BILLS FOR METER ERROR - When meter tests are made by the Commission or by the Company, the accuracy of registration of the meter and its performance shall conform with Rule 25-30.262, Florida Administrative Code and any adjustment of a bill due to a meter found to be in error as a result of any meter test performed whether for unauthorized use or for a meter found to be fast, slow, non-registering, or partially registering, shall conform with Rule 25-30.340, Florida Administrative Code.
- 25.0 METER ACCURACY REQUIREMENTS - All meters used by the company should conform to the provisions of Rule 25-30.262, Florida Administrative Code.
- 26.0 FILING OF CONTRACTS - Whenever a Developer Agreement or Contract, Guaranteed Revenue Contract, or Special Contract or Agreement is entered into by the Company for the sale of its product or services in a manner not specifically covered by its Rules and Regulations or approved Rate Schedules, a copy of such contracts or agreements shall be filed with the Commission prior to its execution in accordance with Rule 25-9.034 and Rule 25-30.550, Florida Administrative Code. If such contracts or agreements are approved by the Commission, a conformed copy shall be placed on file with the Commission within 30 days of execution.

EFFECTIVE DATE:
TYPE OF FILING:

ROBERT STERLING III
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

INDEX OF RATES AND CHARGES SCHEDULES

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Customer Deposits	22.1
General Service, GS	18.1.A - 18.5.A
Meter Test Deposit	22.2
Miscellaneous Service Charges	22.3
Residential Service, RS	20.1.A - 20.5.A
Service Availability Fees and Charges	23.1.A - 23.4.A

EFFECTIVE DATE:

TYPE OF FILING:

ROBERT STERLING III
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.
WATER TARIFF

ORIGINAL SHEET NO. 18.1.A

FORMERLY SEVEN RIVER UTILITIES, INC.
CITRUS COUNTY
GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY -

Available throughout the area served by the Company.

APPLICABILITY -

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

LIMITATIONS -

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

BILLING PERIOD -

RATE -

NOT APPLICABLE

MINIMUM CHARGE -

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 water service, service may then be discontinued.

EFFECTIVE DATE -
TYPE OF FILING -

ROBERT STERLING III
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

FORMERLY DEMETREE INDUSTRIES, INC.
CITRUS COUNTY
GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.
APPLICABILITY - For water service to all customers for which no other schedule applies.
LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD -

MONTHLY

RATE -

METER SIZE

BASE FACILITY CHARGE

3/4 X 5/8 "

\$ 6.10

1 "

\$ 15.25

1 1/2 "

\$ 30.50

2 "

\$ 48.80

Consumption charge
per 1,000 gallons

\$.86

MINIMUM CHARGE -

Base Facility Charge

PER - month

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 water service, service may then be discontinued.

EFFECTIVE DATE -
TYPE OF FILING -

ROBERT STERLING III
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.
WATER TARIFF

ORIGINAL SHEET NO. 18.1.C

FORMERLY LANDS INC. OF RHINELANDER
CITRUS COUNTY
GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.
APPLICABILITY - For water service to all customers for which no other schedule applies.
LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
BILLING PERIOD -
RATE - NOT APPLICABLE
MINIMUM CHARGE -
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 water service, service may then be discontinued.

EFFECTIVE DATE -
TYPE OF FILING -

ROBERT STERLING III
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.
 WATER TARIFF

FORMERLY SUMTER WATER COMPANY
 SUMTER COUNTY
GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY - Available throughout the area served by the Company.
APPLICABILITY - For water service to all customers for which no other schedule applies.
LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - MONTHLY

<u>RATE</u> -	METER SIZE	BASE FACILITY CHARGE
	¾ X 5/8 "	\$ 13.19
	¾ "	\$ 19.79
	1 "	\$ 32.98
	1 ½ "	\$ 65.93
	2 "	\$105.49
	3 "	\$210.98
	4 "	\$329.66
	6 "	\$659.32
	8 "	\$1054.90

Consumption charge per 1,000 gallons	\$ 2.49
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MINIMUM CHARGE - Base Facility Charge PER - month

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 water service, service may then be discontinued.

EFFECTIVE DATE -
TYPE OF FILING -

ROBERT STERLING III
 ISSUING OFFICER

PRESIDENT
 TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

FORMERLY RAVENSWOOD WATER SYSTEM
LAKE COUNTY
GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY -

Available throughout the area served by the Company.

APPLICABILITY -

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

LIMITATIONS -

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

BILLING PERIOD -

RATE -

NOT APPLICABLE

MINIMUM CHARGE -

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 water service, service may then be discontinued.

EFFECTIVE DATE -
TYPE OF FILING -

ROBERT STERLING III
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

FORMERLY HAINES CREEK MOBILE HOMESITES WATERWORKS
LAKE COUNTY
GENERAL SERVICE

RATE SCHEDULE GS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service to all customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - MONTHLY

<u>RATE</u> -	METER SIZE	BASE FACILITY CHARGE
	¾ X 5/8 "	\$ 8.62
	¾ "	\$ 12.93
	1 "	\$ 21.55
	1 ½ "	\$ 43.10
	2 "	\$ 68.96
	3 "	\$137.92
	4 "	\$215.50
	6 "	\$413.00

Consumption charge per 1,000 gallons	\$ 1.38
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MINIMUM CHARGE - Base Facility Charge PER - month

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 water service, service may then be discontinued.

EFFECTIVE DATE -
TYPE OF FILING -

ROBERT STERLING III
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.
WATER TARIFF

ORIGINAL SHEET NO. 18.4.A

FORMERLY ROSALIE OAKS UTILITIES CORPORATION
POLK COUNTY
GENERAL SERVICE
RATE SCHEDULE GS

AVAILABILITY -

Available throughout the area served by the Company.

APPLICABILITY -

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

LIMITATIONS -

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

BILLING PERIOD -

RATE -

NOT APPLICABLE

MINIMUM CHARGE -

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 water service, service may then be discontinued.

EFFECTIVE DATE -
TYPE OF FILING

ROBERT STERLING III
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.
WATER TARIFF

ORIGINAL SHEET NO. 18.5.A

FORMERLY LAKE OSBORNE UTILITIES COMPANY, INC.
PALM BEACH COUNTY
GENERAL SERVICE

RATE SCHEDULE GS

AVAILABILITY -
APPLICABILITY -
LIMITATIONS -

Available throughout the area served by the Company.
For water service to all customers for which no other schedule applies.
Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD -
RATE -

MONTHLY

METER SIZES

5/8" X 3/4"	\$4.04
FULL 3/4"	\$6.04
1"	\$10.08
1 1/2"	\$20.16
2"	\$32.25
3"	\$64.50
4"	\$100.78
6"	\$201.55

BASE FACILITY CHARGE

GALLONAGE CHARGE
PER 1,000 GALLONS \$1.93
BASE FACILITY CHARGE

MINIMUM CHARGE -

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 water service, service may then be discontinued.

ROBERT STERLING III
ISSUING OFFICER

PRESIDENT
TITLE

COMPANY CRYSTAL RIVER UTILITIES, INC.
WATER TARIFF

FORMERLY SEVEN RIVERS UTILITIES, INC.
CITRUS COUNTY
RESIDENTIAL SERVICE
RATE SCHEDULE RS

AVAILABILITY -

Available throughout the area served by the Company.

APPLICABILITY -

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

LIMITATIONS -

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

BILLING PERIOD -

MONTHLY

RATE -

METER SIZE

BASE FACILITY CHARGE

¾ X 5/8 "	\$ 7.56
¾ "	\$ 11.34
1 "	\$ 18.90
1 ½ "	\$ 37.79
2 "	\$ 60.47
3 "	\$ 120.94
4 "	\$ 188.97
6 "	\$ 377.93

Consumption charge
per 1,000 gallons \$2.22

MINIMUM CHARGE -

Base Facility Charge PER - month

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 water service, service may then be discontinued.

EFFECTIVE DATE -
TYPE OF FILING -

ROBERT STERLING III
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

FORMERLY DEMETREE INDUSTRIES, INC.
CITRUS COUNTY
RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - MONTHLY

<u>RATE</u> -	METER SIZE	BASE FACILITY CHARGE
	¾ X 5/8 "	\$ 6.10
	1 "	\$ 15.25
	1 ½ "	\$ 30.50
	2 "	\$ 48.80

Consumption charge per 1,000 gallons	\$.86
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MINIMUM CHARGE - Base Facility Charge PER - month

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 water service, service may then be discontinued.

EFFECTIVE DATE:
TYPE OF FILING:

ROBERT STERLING III
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

FORMERLY SUMTER WATER COMPANY
SUMTER COUNTY
RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - MONTHLY

<u>RATE</u> -	METER SIZE	BASE FACILITY CHARGE
	¼ X 5/8 "	\$ 13.19
	¾ "	\$ 19.79
	1 "	\$ 32.98
	1 ½ "	\$ 65.93
	2 "	\$ 105.49
	3 "	\$ 210.98
	4 "	\$ 329.66
	6 "	\$ 359.32
	8 "	\$ 1,054.90

Consumption charge per 1,000 gallons	\$ 2.49
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MINIMUM CHARGE - Base Facility Charge PER - month

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 water service, service may then be discontinued.

EFFECTIVE DATE -
TYPE OF FILING -

ROBERT STERLING III
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

FORMERLY RAVENSWOOD WATER SYSTEM
LAKE COUNTY
RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - MONTHLY

<u>RATE</u> -	METER SIZE	BASE FACILITY CHARGE
	¾ X 5/8 "	\$ 11.83
	¾ "	\$ 17.74
	1 "	\$ 29.57
	1 ½ "	\$ 59.15
	2 "	\$ 94.63
	3 "	\$ 189.27
	4 "	\$ 295.72
	6 "	\$ 591.44

Consumption charge per 1,000 gallons	\$ 1.68
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MINIMUM CHARGE - Base Facility Charge PER - month

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 water service, service may then be discontinued.

EFFECTIVE DATE -
TYPE OF FILING -

ROBERT STERLING III
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

FORMERLY HAINES CREEK MOBILE HOMESITES WATERWORKS
LAKE COUNTY
RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - MONTHLY

<u>RATE</u> -	METER SIZE	BASE FACILITY CHARGE
	¾ X 5/8 "	\$ 8.62
	¾ "	\$ 12.93
	1 "	\$ 21.55
	1 ½ "	\$ 43.10
	2 "	\$ 68.96
	3 "	\$ 137.92
	4 "	\$ 215.50
	6 "	\$ 413.00

Consumption charge per 1,000 gallons	\$ 1.38
---	---------

MINIMUM CHARGE - Base Facility Charge PER - month

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 water service, service may then be discontinued.

EFFECTIVE DATE -
TYPE OF FILING -

ROBERT STERLING III
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

FORMERLY LANDS INC. OF RHINELANDER
CITRUS COUNTY
RESIDENTIAL SERVICE

RATE SCHEDULE RS

AVAILABILITY - Available throughout the area served by the Company.

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

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

BILLING PERIOD - MONTHLY

RATE -

METER SIZE	BASE FACILITY CHARGE
¼ X 5/8 "	\$ 6.07

Consumption charge per 1,000 gallons	\$2.20
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MINIMUM CHARGE - Base Facility Charge PER - month

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 water service, service may then be discontinued.

EFFECTIVE DATE:
TYPE OF FILING:

ROBERT STERLING III
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

FORMERLY ROSALIE OAKS UTILITIES CORPORATION
POLK COUNTY
RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service for all purposes in private residences and individually metered apartment units.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.

BILLING PERIOD - MONTHLY

<u>RATE</u> -	METER SIZE	BASE FACILITY CHARGE
	¾ X 5/8 "	\$ 9.90
	1 "	\$ 21.31
	2 "	\$ 68.38

Consumption charge per 1,000 gallons		
	\$.84	0 TO 5,000 GALLONS
	\$ 1.05	5,001 TO 10,000 GALLONS
	\$ 1.26	10,001 AND ABOVE

MINIMUM CHARGE - Base Facility Charge PER - month

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 water service, service may then be discontinued.

EFFECTIVE DATE -
TYPE OF FILING -

ROBERT STERLING III
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

FORMERLY LAKE OSBORNE UTILITIES COMPANY, INC.
 PALM BEACH COUNTY
RESIDENTIAL SERVICE

RATE SCHEDULE RS

- AVAILABILITY - Available throughout the area served by the Company.
- APPLICABILITY - For water service to all customers for which no other schedule applies.
- LIMITATIONS - Subject to all of the Rules and Regulations of this Tariff and General Rules and Regulations of the Commission.
- BILLING PERIOD - MONTHLY

<u>RATE</u> -	<u>METER SIZES</u>	<u>BASE FACILITY CHARGE</u>
	5/8" X 3/4"	\$4.04
	FULL 3/4"	\$6.04
	1"	\$10.08
	1 1/2"	\$20.16
	2"	\$32.25
	3"	\$64.50
	4"	\$100.78
	6"	\$201.55
	GALLONAGE CHARGE PER 1,000 GALLONS	\$1.93

MINIMUM CHARGE - BASE FACILITY CHARGE

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 water service, service may then be discontinued.

ROBERT STERLING III
 ISSUING OFFICER

PRESIDENT
 TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

SCHEDULE OF CUSTOMER DEPOSITS

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

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

	<u>Residential</u>	<u>General Service</u>
5/8" x 3/4"	<u>\$ 20.00</u>	<u>\$ 20.00</u>
1"	<u>\$ 50.00</u>	<u>\$ 50.00</u>
1 1/2"	<u>\$100.00</u>	<u>\$ 100.00</u>
Over 2"	<u>\$160.00</u>	<u>\$ 160.00</u>

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

INTEREST ON DEPOSIT - The Company shall pay interest on customer deposits pursuant to Rule 25-30.311(4) and (4a). The Company will pay or credit accrued interest to the customers account during the month of NOVEMBER each year.

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

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

EFFECTIVE DATE -
TYPE OF FILING -

ROBERT STERLING III
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

METER TEST DEPOSITS

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

<u>METER SIZE</u>	<u>FEE</u>
5/8" x 3/4"	\$20.00
1" and 1 1/2"	\$25.00
2" and over	ACTUAL COST

REFUND OF METER BENCH TEST DEPOSIT - The utility may refund the meter bench test deposit in accordance with Rule 25-30.266, Florida Administrative Code.

METER FIELD TEST REQUEST - A customer may request a field test in accordance with Rule 25-30.266, Florida Administrative Code.

EFFECTIVE DATE -
TYPE OF FILING -

ROBERT STERLING III
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.
WATER TARIFF

MISCELLANEOUS SERVICE CHARGES

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

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

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

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

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

Schedule of Miscellaneous Service Charges

Initial Connection Fee	\$ <u>15.00</u>
Normal Reconnection Fee	\$ <u>15.00</u>
Violation Reconnection Fee	\$ <u>15.00</u>
Premises Visit Fee (in lieu of disconnection)	\$ <u>10.00</u>
Late Charge (after 21 days)	\$ <u>5.00</u>

EFFECTIVE DATE -
TYPE OF FILING -

ROBERT STERLING III
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.
 WATER TARIFF

ORIGINAL SHEET NO. 23.1.A

FORMERLY SEVEN RIVERS UTILITIES, INC.
 SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

DESCRIPTION	AMOUNT	REFER TO SERVICE AVAIL. POLICY SHEET NO./RULE NO.
Back-Flow Preventor Installation Fee		
5/8" x 3/4"		
1"	\$	
1 1/2"	\$	
2"	\$	
Over 2"	\$	
Customer Connection (Tap-in) Charge		
5/8" x 3/4" metered service	\$	
1" metered service	\$	
1 1/2" metered service	\$	
2" metered service	\$	
Over 2" metered service	\$	
Guaranteed Revenue Charge		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (__ GPD).....	\$	
All others-per gallon/month	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (__ GPD).....	\$	
All others-per gallon/month	\$	
Inspection Fee	\$	
Main Extension Charge		
Residential-per ERC (__ GPD).....	Actual Cost [1]	
All others-per gallon	\$	
or	\$	
Residential-per lot (__ foot frontage).....	\$	
All others-per front foot	\$	
Meter Installation Fee		
5/8" x 3/4"		
1"	\$100.00	
1 1/2"	\$100.00	
2"	\$100.00	
Over 2"	Actual Cost	
Plan Review Charge	Actual Cost [1]	
Plant Capacity Charge		
Residential-per ERC (350 GPD).....	Actual Cost [1]	
All others-per gallon	\$150.00	
System Capacity Charge		
Residential-per ERC (__ GPD).....	\$.4286	
All others-per gallon	\$	
[1] Actual Cost is equal to the total cost incurred for services rendered by a customer.	\$	

EFFECTIVE DATE -
 TYPE OF FILING -

ROBERT STERLING III
 ISSUING OFFICER
 PRESIDENT
 TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.
 WATER TARIFF

FORMERLY DEMETREE INDUSTRIES, INC.
SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

<u>DESCRIPTION</u>	<u>REFER TO SERVICE AVAILABILITY POLICY AMOUNT SHEET NO./RULE NO.</u>
<u>Back-Flow Preventor Installation Fee</u>	
5/8" x 3/4"	\$
1"	\$
1 1/2"	\$
2"	\$
Over 2"	Actual Cost [1]
<u>Customer Connection (Tap-in) Charge</u>	
5/8" x 3/4" metered service	\$
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 (__ GPD).....	\$
All others-per gallon/month	\$
Without Prepayment of Service Availability Charges:	
Residential-per ERC/month (__ GPD).....	\$
All others-per gallon/month	\$
<u>Inspection Fee</u>	Actual Cost [1]
<u>Main Extension Charge</u>	
Residential-per ERC (__ GPD).....	\$
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"	\$250.00
1"	\$500.00
1 1/2"	\$750.00
2"	\$1000.00
Over 2"	Actual Cost [1]
<u>Plan Review Charge</u>	Actual Cost [1]
<u>Plant Capacity Charge</u>	
Residential-per ERC (__ GPD).....	\$
All others-per gallon	\$
<u>System Capacity Charge</u>	
Residential-per ERC (__ GPD).....	\$
All others-per gallon	\$

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

EFFECTIVE DATE -
 TYPE OF FILING -

ROBERT STERLING III
 ISSUING OFFICER

PRESIDENT
 TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.
 WATER TARIFF

FORMERLY LANDS INC. OF RHINELANDER
SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

SERVICE DESCRIPTION	NO./RULE NO.	AMOUNT	REFER TO AVAIL. POLICY SHEET
Back-Flow Preventor Installation Fee			
5/8" x 3/4"			
1"		\$	
1 1/2"		\$	
2"		\$	
Over 2"		\$	
Customer Connection (Tap-in) Charge			
5/8" x 3/4" metered service		Actual Cost [1]	
1" metered service		Actual Cost	
1 1/2" metered service		Actual Cost	
2" metered service		Actual Cost	
Over 2" metered service		Actual Cost	
Guaranteed Revenue Charge			
With Prepayment of Service Availability Charges:			
Residential-per ERC/month (__ GPD).....		\$	
All others-per gallon/month		\$	
Without Prepayment of Service Availability Charges:			
Residential-per ERC/month (__ GPD).....		\$	
All others-per gallon/month		\$	
Inspection Fee		\$	
Main Extension Charge			
Residential-per ERC (__ GPD).....		Actual Cost [1]	
All others-per gallon		\$	
or		\$	
Residential-per lot (__ foot frontage).....		\$	
All others-per front foot		\$	
Meter Installation Fee			
5/8" x 3/4"		\$	
1"		\$65.00	
1 1/2"		Actual Cost	
2"		Actual Cost	
Over 2"		Actual Cost	
Plan Review Charge		Actual Cost	
Plant Capacity Charge			
Residential-per ERC (__ GPD).....		Actual Cost [1]	
All others-per gallon		\$	
System Capacity Charge			
Residential-per ERC (__ GPD).....		\$	
All others-per gallon		\$	

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

EFFECTIVE DATE -
 TYPE OF FILING -

ROBERT STERLING III
 ISSUING OFFICER
 PRESIDENT
 TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.
 WATER TARIFF

FORMERLY SUMTER WATER COMPANY
SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

SERVICE
 DESCRIPTION

AMOUNT

REFER TO
 AVAIL. POLICY
 SHEET

NO./RULE NO.

Back-Flow Preventor Installation Fee

5/8" x 3/4"	\$
1"	\$
1 1/2"	\$
2"	\$
Over 2"	Actual Cost [1]

Customer Connection (Tap-in) Charge

5/8" x 3/4" metered service	\$
1" metered service	\$
1 1/2" metered service	\$
2" metered service	\$
Over 2" metered service	Actual Cost [1]

Guaranteed Revenue Charge

With Prepayment of Service Availability Charges:

Residential-per ERC/month (__ GPD).....	\$
All others-per gallon/month	\$

Without Prepayment of Service Availability Charges:

Residential-per ERC/month (__ GPD).....	\$
All others-per gallon/month	\$

Inspection Fee Actual Cost

Main Extension Charge

Residential-per ERC (__ GPD).....	\$50.00
All others-per gallon	\$
or	
Residential-per lot (__ foot frontage).....	\$
All others-per front foot	\$

Meter Installation Fee

5/8" x 3/4"	\$
1"	\$
1 1/2"	\$
2"	\$
Over 2"	\$

Plan Review Charge Actual Cost [1]

Plant Capacity Charge

Residential-per ERC (__ GPD).....	\$450.00
All others-per gallon	\$

System Capacity Charge

Residential-per ERC (__ GPD).....	\$
All others-per gallon	\$

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

EFFECTIVE DATE -

TYPE OF FILING -

ROBERT STERLING III
 ISSUING OFFICER
PRESIDENT
 TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.
 WATER TARIFF

FORMERLY RAVENSWOOD WATER SYSTEM
SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

SERVICE DESCRIPTION	AMOUNT	REFER TO AVAIL POLICY SHEET
<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	Actual Cost [1]	
1" metered service	\$100.00	
1 1/2" metered service	Actual Cost	
2" metered service	Actual Cost	
Over 2" metered service	Actual Cost	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (__ GPD).....	\$	
All others-per gallon/month	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (__ GPD).....	\$	
All others-per gallon/month	\$	
<u>Inspection Fee</u>	\$	
<u>Main Extension Charge</u>	Actual Cost [1]	
Residential-per ERC (__ GPD).....	\$	
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"	\$100.00	
1"	Actual cost	
1 1/2"	Actual Cost	
2"	Actual cost	
Over 2"	Actual Cost [1]	
<u>Plan Review Charge</u>	Actual Cost [1]	
<u>Plant Capacity Charge</u>	Actual Cost [1]	
Residential-per ERC (__ GPD).....	\$	
All others-per gallon	\$	
<u>System Capacity Charge</u>	\$	
Residential-per ERC (__ GPD).....	\$	
All others-per gallon	\$	

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

EFFECTIVE DATE -
 TYPE OF FILING -

ROBERT STERLING III
 ISSUING OFFICER
 PRESIDENT
 TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.
 WATER TARIFF

FORMERLY HAINES CREEK MOBILE HOMESITES WATERWORKS
SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

SERVICE DESCRIPTION	AMOUNT	REFER TO AVAIL. POLICY SHEET
<u>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	\$	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (__ GPD).....	\$	
All others-per gallon/month	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (__ GPD).....	\$	
All others-per gallon/month	\$	
<u>Inspection Fee</u>	\$	
<u>Main Extension Charge</u>		
Residential-per ERC (__ GPD).....	\$	
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"	\$90.00	
1"	\$Actual Cost	
1 1/2"	\$Actual Cost	
2"	\$Actual Cost	
Over 2"	\$Actual Cost	
<u>Plan Review Charge</u>	\$	
<u>Plant Capacity Charge</u>		
Residential-per ERC (__ GPD).....	\$	
All others-per gallon	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (__ GPD).....	\$	
All others-per gallon	\$	

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

EFFECTIVE DATE -
 TYPE OF FILING -

ROBERT STERLING III
 ISSUING OFFICER
 PRESIDENT
 TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.
 WATER TARIFF

FORMERLY ROSALIE OAKS UTILITIES CORPORATION
SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

SERVICE DESCRIPTION	AMOUNT	REFER TO AVAIL. POLICY SHEET
<u>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	\$200.00	
1 1/2" metered service	\$330.00	
2" metered service	\$330.00	
Over 2" metered service	\$1000.00	
<u>Guaranteed Revenue Charge</u>	\$	
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (__ GPD).....	\$	
All others-per gallon/month	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (__ GPD).....	\$	
All others-per gallon/month	\$	
<u>Inspection Fee</u>	\$	
<u>Main Extension Charge</u>	\$	
Residential-per ERC (__ GPD).....	\$	
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"	\$200.00	
1 1/2"	\$200.00	
2"	\$200.00	
Over 2"	\$600.00	
<u>Plan Review Charge</u>	\$	
<u>Plant Capacity Charge</u>	\$	
Residential-per ERC (__ GPD).....	\$	
All others-per gallon	\$	
<u>System Capacity Charge</u>	\$	
Residential-per ERC (__ GPD).....	\$	
All others-per gallon	\$	

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

EFFECTIVE DATE -
 TYPE OF FILING -

ROBERT STERLING III
 ISSUING OFFICER
 PRESIDENT
 TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.
 WATER TARIFF

FORMERLY LAKE OSBORNE UTILITIES COMPANY, INC.
SERVICE AVAILABILITY SCHEDULE OF FEES AND CHARGES

SERVICE DESCRIPTION	AMOUNT	REFER TO AVAIL. POLICY SHEET
<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	\$100.00	
1 1/2" metered service	\$150.00	
2" metered service	\$175.00	
Over 2" metered service	\$250.00	
<u>Guaranteed Revenue Charge</u>		
With Prepayment of Service Availability Charges:		
Residential-per ERC/month (__ GPD).....	\$	
All others-per gallon/month	\$	
Without Prepayment of Service Availability Charges:		
Residential-per ERC/month (__ GPD).....	\$	
All others-per gallon/month	\$	
<u>Inspection Fee</u>	\$	
<u>Main Extension Charge</u>		
Residential-per ERC (__ GPD).....	\$	
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>	\$	
<u>Plant Capacity Charge</u>		
Residential-per ERC (__ GPD).....	\$	
All others-per gallon	\$	
<u>System Capacity Charge</u>		
Residential-per ERC (__ GPD).....	\$	
All others-per gallon	\$	

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

EFFECTIVE DATE -
 TYPE OF FILING -

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.
WATER TARIFF

INDEX OF STANDARD FORMS

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CUSTOMER'S GUARANTEE DEPOSIT RECEIPT	26.0

EFFECTIVE DATE:
TYPE OF FILING:

ROBERT STERLING III
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

CRYSTAL RIVER UTILITIES, INC
CUSTOMER'S GUARANTEE DEPOSIT AND/OR SERVICE CHARGE RECEIPT

Customer Account No. _____
Water Deposit \$ _____
Wastewater Deposit \$ _____
Total Deposit \$ _____
Service Charge \$ _____
Total Amount Received \$ _____

Date _____

Received From:

Last Name _____ First _____ Middle Initial _____
Service Address _____ Apartment # _____
City _____ State _____ Zip Code _____
Subdivision _____ Lot _____ Block _____ Unit _____
Customer's Mailing Address _____
Phone () _____ (Service address) Work # () _____
Social Security Number _____ (Customer responsible for payment)

Deposit:

Deposits are necessary to protect paying customers from losses caused by those who do not pay. Deposits earn interest annually. Customers with deposits on account will receive interest credits on the bill received after their 12 month annual anniversary date and each year thereafter during that same period. The Company reserves the right to refund deposits with interest accrued, at its discretion, at any time after service begins. The timely manner in which payments are made will directly affect the deposit. Failure to pay before the delinquent date shown on the monthly statement may necessitate an increase in the amount of the deposit to cover two months' average billing and delay the refunding of the deposit.

Deposits guarantee the payment of any indebtedness for water and/or sewer service which may be or become due to the Company by the Customer. Customer agrees that the deposit may be applied in discharge of any indebtedness of the Customer to the Company whatsoever and that the Company may use the deposit as if the Company were the absolute owner thereof. Upon discontinuance of the service covered by this deposit the company agrees to refund to the Customer the deposit less any amounts then due the Company.

Receipt of the deposit by the Company shall not preclude the Company from discontinuing for nonpayment the service covered by this deposit regardless of the sufficiency of the deposit to cover any indebtedness. By the signing of this agreement, the Customer recognizes and agrees to abide by all existing policies, Tariffs, Rules and Regulations of the Company, and any amendments thereto. Copies of said Rules and Regulations, and amendments thereto, are available for inspection at the utility office.

The Customer agrees that the duly authorized agents of the Company shall have access at all reasonable hours to the premises of the Customer for the purpose of installing, maintaining, testing, inspecting or removing Company property, reading meters and other purposes incident to performance under or termination of the Company's agreement with the Customer, and in such performance, the Company shall not be liable for trespass.

The Customer further agrees that all bills for water and/or sewer will be paid on or before the due date, and if not so paid, the Company will have the right to disconnect service and charge a fee for reconnecting the service. It is further understood and agreed that the sale of water occurs at the meter and the Company has no responsibility relative to service after the water reaches the Customer's side of the meter.

Customer Signature: _____

Received By _____

EFFECTIVE DATE:
TYPE OF FILING:

ROBERT STERLING III
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

**CRYSTAL RIVER UTILITIES, INC.
APPLICATION FOR SERVICE**

Name _____ Telephone Number _____

Billing Address _____
City _____ State _____ Zip _____

Service Address _____
City _____ State _____ Zip _____

Date service should begin _____

Service requested: Water _____ Wastewater _____ Both _____

By signing this agreement, the customer agrees to the following:

1. The Company shall not be responsible for the maintenance and operation of the customer's pipes and facilities. The customer agrees not to utilize any appliance or device which is not properly constructed, controlled and protected or which may adversely affect the water service; the Company reserves the right to discontinue or withhold water service to such apparatus or device.
2. The Company may refuse or discontinue water service rendered under application made by any member or agent of a household, organization, or business for any of the reasons contained in Rule 25-30.320, Florida Administrative Code. Any unauthorized connections to the customer's water service shall be subject to immediate discontinuance without notice, in accordance with Rule 25-30.320, Florida Administrative Code.
3. The customer agrees to abide by all existing Company rules and regulations as contained in the tariff.
4. Bills for water service will be rendered - Monthly, Bimonthly, or Quarterly - as stated in the rate schedule. Bills must be paid within 20 days of mailing bills. If payment is not made after five working days written notice, service may be discontinued.
5. When a customer wishes to terminate service on any premises where water and/or wastewater service is supplied by the Company, the Company may require (oral, written) notice within ___ days prior to the date the customer desires to terminate service.

Signature _____ Date _____

EFFECTIVE DATE:
TYPE OF FILING:

ROBERT STERLING III
ISSUING OFFICER
PRESIDENT
TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES INC.

WATER TARIFF

COPY OF CUSTOMER'S BILL

EFFECTIVE DATE:
TYPE OF FILING:

ROBERT STERLING III
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.
WATER TARIFF

ORIGINAL SHEET NO. 30 0

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TYPE OF FILING:

ROBERT STERLING III
ISSUING OFFICER

PRESIDENT
TITLE

NAME OF COMPANY CRYSTAL RIVER UTILITIES, INC.
WATER TARIFF

ORIGINAL SHEET NO. 31.0

SERVICE AVAILABILITY POLICY
TERMS AND ABBREVIATIONS

- 1.0 Active Connection - Means a connection to the Company's system at the point of delivery of service, whether or not service is currently being provided.
- 2.0 Back Flow Preventor - Means a valve or device installed in order to prevent contamination of the potable water in the lines of the Company by virtue of a cross connection or flow from the Customers' property into the Company's system.
- 3.0 Contribution-In-Aid-Of-Construction (CIAC) - Means any amount or item of money, services, or property received by the Company from an Applicant, any portion of which is provided at no cost to the Company, which represents an addition or transfer to the capital of the Company, and which is utilized to offset the acquisition, improvement, or construction costs of the Company's property, facilities, or equipment used to provided utility services to the public. The term includes plant capacity charges, main extension charges, meter and service installation charges.
- 4.0 Contributor - Means a person, builder, developer or other entity who makes a contribution-in-aid-of-construction.
- 5.0 Customer Connection Charge - Means any payment made to the Company for the cost of installing a connection from the Company's water or wastewater lines, including but not limited to the cost of piping and the meter installation fee.
- 6.0 Customer Installation - Means all pipes, shut-offs, valves, fixtures, and appliances or apparatus of every kind and nature which are located on the Customer's side of the Point of Delivery and used in connection with or forming part of the installation necessary for rendering water service to the Customer's premises regardless of whether such installation is owned by the Customer or used by the Customer under lease or other agreement.
- 7.0 Developer's Agreement - Means a written agreement setting forth in detail the terms and conditions under which the Company will render services to a developer's property.
- 8.0 Economic Feasibility - Means a test by which the operating income of the company to be earned from prospective customers within the area to be served by a proposed expansion of facilities is divided by the investment in such facilities to determine if the Company will earn a fair return on its investment in the proposed extension.
- 9.0 Equivalent Residential Connection (ERC) - Means (a) 350 gallons per day, (b) the number of gallons the Company demonstrates is the average daily flow for a single residential unit, or (c) the number of gallons which has been approved by the Department of Environmental Protection for a single residential unit.
- EFFECTIVE DATE:
TYPE OF FILING:

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TITLE

- 10.0 Guaranteed Revenue Agreement - Means a written agreement by which an applicant agrees to pay a charge designed to cover the Company's costs including, but not limited to, the cost of operation, maintenance, depreciation, and any taxes, and to provide a reasonable return to the Company, for facilities that are subject to the agreement, a portion of which may not be used and useful to the Company or its existing customers.
- 11.0 Hydraulic Share - Means the prorata share of the capabilities of the Company's facilities to be made available for service to the contributor. The prorata share is multiplied by the unit cost (per gallon) of providing the facilities to determine the proportional share of the cost to be borne by the contributor.
- 12.0 Inspection Fee - Means either the actual or the average cost to the Company of inspecting, or having inspected, the facilities constructed by a contributor or by an independent contractor for connection to the facilities of the Company.
- 13.0 Main Extension Charge - Means a charge made by the Company for the purpose of covering all or part of the Company's capital costs in extending its off-site water or wastewater facilities to provide service to specified property. The charge is determined on the Hydraulic Share basis or other acceptable method reasonably related to the cost of providing the service.
- 14.0 Meter Installation Fee - Means the amount authorized by the Commission which is designed to recover the cost of installing the water measuring device at the Point of Delivery including materials and labor required.
- 15.0 Off-Site Facilities - Means either the water transmission mains and facilities or the wastewater collection trunk mains and facilities, including, but not limited to, manholes, wastewater force mains and wastewater pumping stations, the purpose of which is either to provide water service to properties within the service territory of the service Company or to collect wastewater received from properties within the territory.
- 16.0 On-Site Facilities - Means the portion of the water distribution system or the wastewater collection and treatment system that has been, or is to be, located wholly within the property to which service is to be extended. If off-site facilities cross the property of the Customer via an easement, the on-site facilities shall mean the water distribution system or the wastewater collection system that is located on the Customer's property, exclusive of the off-site facilities.
- 17.0 Refundable Advance - Means money paid or property transferred to the Company by the Applicant for the installation of facilities which may not be used and useful for a period of time. The advance is made to temporarily defray the Company's costs so that the proposed extensions may be rendered economically feasible and, in turn, so that service may be obtained. As additional Customers connect to the system, portions of the advance will be returned to the Applicant over a specified period of time in accordance with a written agreement.
- 18.0 Service Availability Policy - Means the section of the Company's tariff which sets forth a uniform method of determining the plant capacity charge or the charges to be paid and conditions to be met, by Applicants for service in order to obtain water or wastewater service.

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COMPANY CRYSTAL RIVER UTILITIES, INC.

WATER TARIFF

continued from sheet no. 31.1

19.0 System (Plant) Capacity Charge - Means the charge made by the Company for each new connection to the system which charge is designed to defray a portion of the cost of the utility system.

20.0 Utility Service Fees - Means fees that the Company will credit against the Service Availability charges that are effective at the time application for service is made.

21.0 Treatment Facilities - Treatment Facilities means the facilities used for the production and treatment of water or for the treatment and disposal of wastewater.

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COMPANY CRYSTAL RIVER UTILITIES, INC.
WATER TARIFF

SERVICE AVAILABILITY POLICY

I. **PURPOSE** - The company is implementing this Service Availability Policy (hereinafter Policy) to set forth the terms and conditions under which the Company will be the sole provider of service from Company facilities to individual or developer Applicants within its certificated area; and describes the charges which are intended to degray portions of the costs associated with existing and new facilities of the Company in a fair and nondiscriminatory manner.

II. **APPLICABILITY** - The provisions of this policy are applicable to all Customers and potential customers within the Certificated Service Area of the Company.

III. **GENERAL PROVISIONS** - The following provisions apply to all extensions to the Company's facilities. No service will be provided until the Company receives the Commission's approval, as provided below, and where applicable, all terms of Section 367.045, Florida Statutes are met. The Applicant must agree to pay all costs associated with a request for service that requires an expansion of the Company's exclusive service area which is set forth in its Certificate of Authorization.

(1) **Commission Approval.** The terms and conditions of the Company's Service Contracts, Developer's Agreements and Refundable Advance Agreements are subject to the approval of the Commission as outlined below:

(a) Extensions that are in accordance with the standard Service Contract included in the tariff (see Standard Forms), Standard Developer's and/or Standard Refundable Advance Agreements, approved by the Commission for use with this Service Availability Policy, will not need additional Commission approval.

(b) Where situations exist that are not provided for in the Company's standard agreements, the Company may enter into a Special Service Availability contract with a developer provided, however, that the Commission approve said Special Service Availability Contract before any extension is made.

(c) Approval of a developer's agreement does not preclude the Commission from affecting its provisions in the future if, pursuant to Commission's approval, the terms and conditions of the Company's service availability policy are changed.

(2) **Extension Only Within Certificated Service Areas.** The Company will make extensions to its facilities, to all customers within its certificated service area as may be required by one or more customers, provided the revenues to be derived therefrom shall be sufficient to afford a fair and reasonable return on the Company's investment in providing the service. To this end the Company will require, depending upon the specific circumstances, conveyance of title as described in Section V(3)(b) of this Service Availability Policy, service availability charges, refundable advance, contributions-in-aid-of-construction (CIAC), and/or allowance for funds prudently invested (AFPI) charges be paid by the Applicant.

(3) **Extensions Where Economically and Operationally Feasible.** If service is requested for property not in the Company's existing Certificated Service Area, the Company may agree to provide

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ISSUING OFFICER

PRESIDENT
TITLE

service where economically and operationally feasible subject to appropriate approval(s) from regulatory authorities.

(4) Obligations of the Company. As provided in this policy, the Company's obligations are to extend its existing facilities within its Certificated Service Area, and to provide service to all customers within its certificated area under the terms and conditions herein. The Company will respond to each Applicant within 30 days. Where a proposed main extension is involved, only those services specifically provided for in the Company's Commission approved Service Contracts, Developer's Agreements or Refundable Advance Agreements, which are properly executed by the Applicant and the Company, shall obligate the Company to perform any task, or furnish any service to an Applicant or any other party.

(5) General Application for Service. The Commission requires that all Applicants for utility services within its certificated area shall make a written request (Application) for the service desired from the Company. This application is notice to the Company that service is desired and an expression of the Applicant's willingness to conform to the Company's policies, tariffs, rules and regulations which are in effect and on file with the Commission.

(6) On-Site Facilities. The Company shall be entitled to inspect all connections (including on-site facilities) to Company facilities. The Applicant shall reimburse the Company for all costs associated with the performance of these inspections.

(7) Refusal of Service. The Company may refuse commencement of service to an Applicant for any of the following reasons:

(a) Proposed Service is not lawful. The proposed service is not lawful under the current statutes and Rules of the Commission, or

(b) Conditions not yet met. A condition of the Service Availability Policy, Service Contract, Developer's Agreement or Refundable Advance Agreement has not yet been met, or

(c) Adverse effects on existing customers. The proposed service would adversely affect the quality or reliability of service to existing customers (e.g. capacity of existing Company facilities is insufficient), or

(d) Economic feasibility. The proposed service is not economically feasible as defined in Chapter 25-30.515, Florida Administrative Code (Commission Rules), or

(e) Property outside certificated service area. Property for which service is requested is outside of the Company's certificated service area and the Company has determined that extension of its certificated service area is not economically justified.

IV. MAIN EXTENSION RULES. - Where there is not an existing main available, the Company will extend its main to provide service, provided the Applicant has first entered into a Commission approved Service Contract, Developer's Agreement or Refundable Advance Agreement with the Company.

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COMPANY CRYSTAL RIVER UTILITIES, INC.
 WATER TARIFF
continued from sheet no. 31.4

(1) Applications for Main Extensions. Whenever an extension to one of the Company's mains is involved, it shall be in accordance with the following rules:

(a) Any Applicant shall, in addition to the general application for service, make a written request regarding the specific main extension desired from the Company. Said application, as required by Commission Rules (Chapter 25-30.525, Florida Administrative Code) shall include, but not be limited to the following information, if applicable:

1. A legal description of the property including reference to section, township and range.
2. A drawing of the property showing its boundaries.
3. The present zoning classification of the property.
4. A plat map.
5. Three sets of a site and utility plan (floor plan for commercial developments).
6. The intended land use of the development, including densities and types of use.
7. The name and address of the entity making the application for extension of service.
8. The nature of the Applicant's title to or interest in the described property.
9. The date, or estimated date, service will be needed.

(2) Rules for Extending Mains to a Single Residence or a Single Commercial Facility. Where an extension of the Company's facilities is required to provide service to a single residence or a single commercial facility, the company will furnish a cost estimate of the proposed extension, a preliminary sketch of the extension, and the terms and conditions to be contained in the Service Contract necessary for service to be extended.

(3) Rules for Extending Mains to Developer Facilities. Service to a developer requiring an extension of the company's facilities will be conducted under the terms and conditions of a Developer's Agreement or a Refundable Advance Agreement wherein the company will negotiate with the developer whether it will design, construct and install extensions from existing facilities to the property to be served or have the developer undertake these activities. If the company installs the necessary facilities, it will prepare a Developer's Agreement detailing the cost estimate and other items necessary for such extensions to be made. If the developer is to perform the design, construction and installation, the developer must obtain approval of the Company as outlined in the Commission's Rules. Developer's Agreements are subject to the approval of the Commission and shall be in accordance with the following:

(a) Existing facilities to a development. If the request is for service to a development, and the provision of service will be by the extension of existing facilities through Company investment, the Company shall be responsible for all engineering, planning, design, and construction.

(b) Developer providing facilities. If the request is for service to a development and the developer will be providing the necessary facilities for the extension, or will be paying for the construction of the facilities, the developer shall be responsible for the planning, design, and development of construction drawing needed to extend the existing facilities to serve the proposed development. The plans, designs and development drawings shall be in accordance with applicable laws or ordinances. The company will furnish general construction specifications, an estimate of all costs to be borne by the

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PRESIDENT
 TITLE

developer (including all applicable Service Availability Charges) that are in addition to the costs of the facilities the developer is to construct, and a quotation of advances to be made upon execution of a Developer's Agreement. By way of further explanation, the Developer will be responsible for the following:

- (1) Design of new water facilities. The developer will retain the services of a registered professional engineer to prepare all plans and specifications for water facilities (hereinafter "facilities") to connect to the Company's facilities at points designated by the Company. Said plans and specifications must be approved by the Company prior to submission to any regulatory agency for review.
- (2) Approvals and permits. The developer shall be required to obtain all necessary approvals and permits for construction of the new facilities from the appropriate regulatory agencies.
- (3) Construction of facilities. The developer will, at its own expense, construct and install all facilities in accordance with the plans and specifications as approved by the Company. Additionally, the developer shall be responsible for certifying to appropriate regulatory agency that the facilities have been installed and tested in accordance with the plans and specifications prepared by the developer's engineer.
- (4) Warranty of workmanship. The developer shall warrant all facilities against defect in materials and workmanship for a period of one year from the date of acceptance of said facilities by the Company.
- (5) Inspection of facilities. The Company shall have the right to inspect the construction of the facilities and to recommend reasonable changes. Additionally, within sixty (60) days after the completion and certification of the facilities, the Company may perform an inspection of the facilities. The developer shall reimburse the Company for all costs associated with the performance of these inspections, as provided for in this tariff.
- (6) Conveyance of title. Prior to a letter of acceptance being issued by the Company, the developer shall immediately convey title of the facilities to the Company, and before accepting the responsibility for operation and maintenance of the facilities, the developer shall provide, without charge to the Company, the following information:
 - (a) Cost Report - which shall detail, as provided for in the National Association of Regulatory Commissioners (NARUC) Uniform System of Account, all costs incurred in the construction of the facilities, including engineering, inspection, and administrative costs,
 - (b) Three copies of "As-Built Plans" - Shall be 24"x36" Mylar, showing precise location of all lines and appurtenances in relation to an identifiable property line or referenced monument,
 - (c) Easements - as required,
 - (d) Contractor's waiver and release of lien,

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PRESIDENT
TITLE

COMPANY CRYSTAL RIVER UTILITIES, INC.
 WATER TARIFF
continued from sheet no. 31.6

- (e) Contractor's Letter of Warranty or Developer's Contract Bond,
- (f) Absolute Bill of Sale,
- (g) All required fees and charges.

(4) Company extends for its own future benefit. If the Company installs (or has installed) facilities for its future benefit capacity in excess of what would normally be required for the requested extension, the incremental cost for this excess capacity shall not be included in cost estimates to Applicants; and shall be the Company investment or recovered by a Refundable Advance Agreement.

V. **SERVICE AVAILABILITY CHARGES.** The following charges will be applied, if applicable. The charges are subject to change from time to time as deemed necessary by the Company and the Commission. These charges are defined as a CIAC, and do not entitle the applicant to any rights of ownership. The Company will own and maintain the facilities for which these charges are levied. The specific charges, as approved by the Commission and provided in the rates portion of this tariff, are described as follows:

(1) Plant Capacity Charges. The Company will collect a fee, designed to defray a portion of the cost of the facilities not covered in other Service Availability Charges.

(2) Meter Installation Charges. The company will collect, for water service installations, a fee to cover the costs required to install a meter, including meter boxes, fittings, etc. at the point of delivery.

(3) Service Installation Charges. The Company will collect a fee to cover the costs required to install a service line from the Company's main to the point of delivery.

(a) Short Service - Tapping into the main line, which would be located on the same side of the street as property to be served and putting in the service line.

(b) Long Service - Tapping into the main line, which would be located on the opposite side of an "unpaved" road of the property to be served and putting in the service line.

(c) Long Service - Tapping into the main line, which would be located on the opposite side of "paved" road of property to be served. Putting in the service line by method of jacking or boring the service line under the street..

(4) Main Extension Charges. The Company will collect a fee to offset a portion of the cost of the mains. Where there is an existing main available, the charges to the Applicant will be the charges as provided in this tariff. Where there is no an existing main available, the charges to the Applicant for the Company to extend its main to service the Applicant will be the actual cost, which will be recovered either through a Service Contract, Developer's Agreement or Refundable Advance Agreement, all of which are subject to prior Commission approval.

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(5) Allowance for Funds Prudently Invested (AFPI). The Company will collect commission-approved fee designed to cover the carrying costs of actual company investment in plant prudently constructed for future customer use. Such investment will include plant and may include distribution lines, and will be applicable to all NEW connections utilizing such plant. When application is made for service, AFPI charges will be collected at the same time that payment(s) are made for other Service Availability Charges. The AFPI Charge will increase for the maximum period allowed by the Commission, after which time it will remain constant. It will continue to be charged to all NEW connections until such time as the total Equivalent Residential Connections (ERC's) equal or exceed the capacity of the plant for which the charge is being collected.

(6) Inspection Fee. See Subsection V(3)(b).

VI. SPECIAL CONDITIONS. Under certain circumstances, as outlined below, special funding arrangements will be necessary or have been arranged for payment of the charges described in this Service Availability Policy.

(1) Refundable Advances. Where extensions are required for contiguous properties for which service has not yet been provided (hereinafter "Qualified Property") and, where the Company determines that an extension is economically justified or is appropriate to improve system reliability or enhance the quality of service to existing customers; a separate Refundable Advance Agreement may be undertaken by the Applicant and the Company, at the time of the request for service, temporarily defray the cost of any off-site extension of mains and other facilities necessary to provide service to the Applicant's property.

(a) Basis of Refundable Advance. The amount of the refundable advance will be based on the actual cost of the off-site mains and other facilities. Such facilities shall be designed and constructed in accordance with the Company's plans for service to the immediate surrounding area.

(b) Charges paid by the Applicant. Charges paid by the Applicant over and above the Applicant's hydraulic share of the facilities shall be refunded, interest free, in accordance with the terms and conditions of a Commission-approved Refundable Advance Agreement which the Company will execute with the Applicant.

(c) Prorated Share of the Capacity. The Company will collect fees from other Applicants of the Qualified Property based upon their prorated hydraulic share of the facilities. Within sixty (60) days of collection of said fees by the Company, a refund of said fees shall be made to the Applicant in accordance with the Refundable Advance Agreement.

(d) Limits on Refund. Notwithstanding any other provisions of this section, the life of the Refundable Advance Agreement shall be as provided in the Agreement, after which time the balance of any possible refund not already made to the Applicant pursuant to the terms and conditions of the Refundable Advance Agreement will be retained by the Company and such Refundable Advance Agreement will be canceled. In no event shall an Applicant recover an amount (without interest) greater

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than the difference between the capitalized cost of such improvements and the Applicant's own hydraulic share of the cost of such improvements.

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COMPANY CRYSTAL RIVER UTILITIES, INC.
 WATER TARIFF

TABLE OF DAILY FLOWS

<u>Types of Establishment</u>	<u>Estimated Daily Flows</u>
Apartments	250 gpd (1)
Banquet Hall	25 gpd
Bars and Cocktail Lounges	5 gpcd (2)
Bathroom (non residential, per toilet or urinal)	300 gpd
Beauty Shop (per seat)	170 gpd
Boarding Schools (students and staff)	75 gpcd
Boarding houses	75 gpcd
Bowling Alleys (toilet wastes only, per lane)	100 gpd
Church (per seat)	3 gpd
Country Clubs (per member)	25 gpcd
Day schools (with cafeteria, no gym or showers)	15 gpcd
Day schools (with cafeteria, gym or showers)	25 gpcd
Day workers at office and schools	20 gpcd
Drive-in theaters (per car space)	5 gpd
Factories (with showers)	30 gpcd
Factories (no showers)	10 gpd/100 sq ft.
Funeral home	10 gpd/100 sq ft.
Gas stations (no car wash)	450 gpd
Hospitals (with laundry)	250 gpd/bed
Hospitals (no laundry)	200 gpd/bed
Hotels and Motels (per room and unit)	125 gpd
Laundromat (per washing machine)	225 gpd
Mobile Home Parks (per trailer)	225 gpd
Movie Theaters, Auditoriums, Churches (per seat)	3 gpd
Nursing Homes	150 gpd/100 sq ft.
Office Buildings	17 gpd/100 sq ft.
Public Institutions (other than those listed herein)	75 gpcd
Restaurants and Cocktail Lounges (per seat)	50 gpd
Restaurants (take-out)	50 gpd/100 sq ft. (350 gpd minimum)
Restaurants (fast food, per seat)	35 gpd
Single Family Residence	350 gpd
Townhouse Residence	280 gpcd
Shopping Centers	17 gpd/100 sq ft.
Stadiums, Frontons, Ball Parks, etc. (per seat)	3 gpd
Stores (without kitchen wastes)	5 gpd/100 sq ft.
Speculative Buildings	30 gpd plus 10 gpd per 1000 sq ft.
Warehouses	30 gpd plus 10 gpd per 1000 sq ft.

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

THE ABOVE ESTIMATED DAILY FLOWS WILL APPLY EXCEPT WHERE
 OTHERWISE INDICATED. HISTORICAL DATA SHOULD BE USED WHEN AVAILABLE.
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CRYSTAL RIVER UTILITIES, INC.

"A Privately Owned Group of Utility Companies"

EXHIBIT V. C

December 4, 1996

Mr. Joseph D. Farish, Jr.
P.O. Box 4118
West Palm Beach, FL
33402

Re: PSC Transfer Application for Lake Osborne Utilities, Inc.

Dear Mr. Farish,

As part of the transfer application to change the ownership from Lake Osborne Utilities, Inc. to Crystal River Utilities, Inc. we are required to request copies of federal tax returns for the utility since its inception. In addition, we are required to submit the "original certificate" issued by the PSC to Lake Osborne Utilities.

If you have the information requested, please send that to my attention at your earliest convenience. The application will not be considered complete without it. If you do not have the information, please advise in writing as we are required to demonstrate what efforts were made to obtain the documentation requested in the application.

Hope all is well with you and yours.

Yours truly,

H. Richard Bowles
Vice President